



**Agenda of the Belton City Council
Work Session & Regular Meeting
August 27, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Belton Nature Area Project
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman Trutzel
- VI. ROLL CALL
- VII. CONSENT AGENDA

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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 13, 2019, Public Hearing, City Council Work Session & Regular Meeting.**

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- B. **Motion approving the July Municipal Division Summary Report for Municipal Court.**

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- C. **Motion authorizing a temporary liquor permit for the Fraternal Order of Eagles for an area located at E. Walnut & Main, during the Fall Festival on September 6-7, 2019.**

- D. **Motion authorizing the purchase of a 2019 Envirosight RoverX Camera System with Trailer Build Out from Key Equipment & Supply Co. in Kansas City, Kansas for the total purchase price of \$166,367.90, for the Transportation & Water Services Divisions.**

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- E. Motion approving Resolution R2019-73
A resolution of the Belton City Council appointing members to the Board of Directors of the Belton/Raymore Interchange Transportation Development District.

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- F. Motion approving Resolution R2019-74
A resolution approving the donation of an Autopulse CPR machine to the Western Cass Fire Protection District.

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- G. Motion approving Resolution R2019-75
A resolution approving a lease agreement with Canon Solutions America, Inc. for a Canon IRADVC5535 copier and a Canon MF525dw printer for Fire Station Two; and a MF525dw printer for Fire Station One.

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- H. Motion approving Resolution R2019-76
A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of a sinkhole located at 2911 East 171st Street and ratifying Task Agreement No. 2019-2 in the amount of \$43,743.85.

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- I. Motion approving Resolution R2019-77
A resolution approving Task Agreement 2019-6 with Trekk Design Group, LLC to perform design and construction phase services for the Hight Avenue and Bryan Way Stormwater Improvements Project in the amount of \$214,893.93.

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- J. Motion approving Resolution R2019-78
A resolution approving Task Agreement 2019-4 with Olsson to perform conceptual design development of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$39,760.00.

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K. Motion approving Resolution R2019-79

A resolution approving a Design Services Agreement with HDR Engineering, Inc. to perform engineering and design services for the Route 58 and Powell Road Multimodal Traffic Relief Project in the amount of \$416,307.00

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L. Motion approving Resolution R2019-80

A resolution approving the City Manager to execute a Contract Agreement with the lowest and best bidder per Missouri Department of Transportation concurrence to construct improvements for the Belton I-49 outer Road Project from 155th Street to 163rd Street.

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M. Motion approving Resolution R2019-81

A resolution approving the City Manager to execute a Contract Agreement with the lowest and best bidder for the Water Main Replacement – Pawnee Lane to South Cedar Street, West Cambridge Road to East South Avenue Project.

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N. Motion approving Resolution R2019-82

A resolution approving an Escrow Agreement with Northpoint Development, LLC, to equally share the costs of the Allen Avenue Culvert Replacement Project.

The City of Belton and Northpoint Development agree to complete shared stormwater improvements in the vicinity of Allen Avenue and 161st Street. Improvements include replacement of the existing stormwater culvert under Allen Avenue with the estimated Engineers' cost at \$282,100.

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VIII. PERSONAL APPEARANCES

IX. ORDINANCES

A. Motion approving the final reading of Bill No. 2019-44

An ordinance approving a Special Use Permit to allow a Home Daycare with more than four children at 206 Mary Way Belton, Cass County, Missouri.

B. Motion approving the final reading of Bill No. 2019-45

An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2020.

C. Motion approving the first reading of Bill No. 2019-48

An ordinance approving an amendment to the first amended and restated Tax Increment Financing Redevelopment Agreement and the second amended and restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, L.L.C.

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- X. RESOLUTIONS
- XI. CITY COUNCIL LIAISON REPORTS
- XII. MAYOR'S COMMUNICATIONS
- XIII. CITY MANAGER'S REPORT

September/October 2019 meetings

09/10 work session & regular meeting – CANCELED

09/24 work session & regular meeting – 6:00 p.m.

10/08 work session & regular meeting – 6:00 p.m.

10/22 work session & regular meeting – 6:00 p.m.

- XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and that the record be closed, and the meeting adjourn from there.

SECTION II

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input 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

On August 22, 2017, the City Council approved Resolution R2017-35 adopting the Belton Nature Area Project along Oil Creek on city property north of the improved portion of the Oil Creek Trail between 162nd and 160th Streets (See attached map). This project was presented by Gary Mallory with success use to include:

- access for trail users for hiking and biking,
- Scout Troops for scouting outdoor skills development,
- and for overnight camping.

Furthermore, the resolution stated that there would be a one-year trial with a formal evaluation presented in September 2018 by the Parks Department and Board to ascertain if the program, particularly the group overnight camping, would be a safe, sustainable and desirable use of city property.

As such, the Belton Nature Area Advisory Board was established to perform this evaluation. Members include:

- City staff (Building Official, Public Works & Park Director),
- the community, and
- Boy Scout Troop Leaders.

Unfortunately, due to staff changes, the deadline was extended to September 2019 per Resolution R2018-34 (approved by City Council on June 12, 2018).

After further evaluation, additional research by the building official who serves as the Americans with Disability Act (ADA) Coordinator for the City, and several discussions with the boy scout troop leaders included within the Advisory Board, it was determined that the Belton Nature Area Project would not meet ADA requirements. Furthermore this area, prone to frequent flooding due to its location in a floodplain, presents safety and liability risks for related activities and is cost prohibitive and infeasible to provide appropriate public access for related events and projects.

PROPOSED BELTON NATURE AREA ALONG

Oil Creek Trail



SECTION VII
A

**Minutes of the Belton City Council
Public Hearing, Work Session, & Regular Meeting
August 13, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the Public Hearing to order at 6:00 p.m.

A public hearing was held at 6:00 p.m., August 13, 2019, at Belton City Hall Annex, 520 Main Street, during which citizens were 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, 2019 and ending March 31, 2020. 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 2019):

(By Categories)

	Current Tax Year 2019	Prior Tax Year 2018
Real Estate	\$ 243,128,508	\$ 214,516,445
Personal Property	54,734,794	53,266,751
Total Assessed Valuation	\$ 297,863,302	\$ 267,783,196

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

	Property Tax Revenue FY2020 Budget	Proposed Tax Rate FY2020	Prior Year Tax Rate FY2019
General Fund	\$ 1,588,000	\$ 0.4883	\$ 0.5261
Parks & Recreation	634,000	0.2173	0.2341
Debt Service	3,047,000	1.3305	1.1305
Total	\$ 5,269,000	\$ 2.0361	\$ 1.8907

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.

Councilman Clark asked why the debt service levy doesn't get rolled back before we add an additional amount to it. Sheila Ernzen, Assistant City Manager and Finance Director, replied the debt service levy is not subject to the Hancock Amendment.

Being no further input the public hearing adjourned at 6:05 p.m.

Mayor Davis called the work session to order at 6:05 p.m.

Members of the Cass County Landlords Association were in attendance to discuss concerns regarding the Renal Inspection Program.

Renee Kurkoff, 112 Rainbow Circle, Raymore, Mo; Robert Mayo, 206 Cherry Hill Drive, Belton, Mo; and Darrell Schriver, 16917 E 170th Court, Belton Mo.

All expressed the concerns of the group as follows:

- Some municipalities that have instituted similar landlord programs have been sued for illegal search and seizure.
- Local landlords are not clear of what the purpose is for the inspections.
- Inspections will not improve the behavior of bad landlords

Being no further business, Mayor Davis adjourned the work session at 7:05 p.m. and called for a brief recess for people to view the new ambulance.

Mayor Davis called the regular meeting to order at 7:17 p.m.

Councilwoman Davidson lead the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Gary Lathrop, Chet Trutzel, Dean VanWinkle, Dave Clark, Stephanie Davidson, and Lorrie Peek

Councilmembers absent: Tim Savage, Ryan Finn

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Donna Greener, Deputy City Clerk

CONSENT AGENDA

Councilwoman Peek moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the July 23, 2019, City Council Work Session & Regular Meeting.**
- **authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- **approving the purchase of 87,120 pounds of Meadows 3405 crack seal materials from Nu Way in the amount of \$40,946.40 for the Transportation Division.**
- **approving the purchase of a 2021 International Dump Truck with Viking-Cives elliptical dump body bed Model SSRXL-155058 to replace Truck No. 35.**
- **approving the renewal of the video camera system maintenance agreement from Kenton Brothers in the amount of \$4,559.95 for the police department.**
- **approving Resolution R2019-67: A resolution appointing John Sapp to serve on the Public Safety Sales Tax Oversight Committee.**
- **approving Resolution R2019-68: A resolution approving Task Agreement No. 2019-1 with Burns & McDonnell Engineering Company, Inc. to prepare the wastewater treatment facility's national pollutant discharge elimination system operation permit application renewal in the amount of \$12,570.00.**
- **approving Resolution R2019-69: A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located at**

513 Mark Lane and ratifying Task Agreement No. 2019-1 in the amount of \$37,844.74.

Councilman Clark seconded. All present voted in favor. Consent agenda approved.

PERSONAL APPEARANCES

Mayor Davis and Mayor Pro-Tem Peek recognized Tom MacPherson as Belton's 2019 Missouri Municipal League (MML) Civic Leadership Award Honoree.

ORDINANCES

Donna Greener, Deputy City Clerk, read Bill No. 2019-44: **An ordinance approving a Special Use Permit to allow a Home Daycare with more than four children at 206 Mary Way Belton, Cass County, Missouri.**

Presented by Councilman Trutzel, seconded by Councilman Clark. Councilwoman Peek would like to speak with the daycare's owner regarding recent changes in the Missouri daycare laws. Councilwoman Peek motioned to postpone the first reading of this ordinance until next meeting. This motion failed for lack of second. Councilman Trutzel withdrew his motion for first reading. After lengthy discussion, Councilman Clark moved for first reading, seconded by Councilman Trutzel. Dave Clements, Planning Director, will ask the daycare owner to attend the August 27, 2019 Council meeting. Vote on the first reading was recorded with all present voting in favor, except for Councilwoman Peek who voted no. First reading passed.

Ms. Greener read Bill No. 2019-45: **An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2020.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Greener read Bill No. 2019-46: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 adopted city budget for the purpose of park projects and training.**

Presented by Councilman Trutzel, seconded by Councilman Clark. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman VanWinkle seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 7 Peek, Davidson, Clark, Lathrop, Trutzel, VanWinkle, Mayor Davis.

Noes: 0

Absent: 2 Savage, Finn

Bill No. 2019-46 was declared passed and in full force and effect as **Ordinance No. 2019-4531**, subject to Mayoral veto.

Ms. Greener read Bill No. 2019-47: **An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.**

Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilwoman Peek moved to hear the final reading.** Councilman Trutzel seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented

by Councilman Trutzel, seconded by Councilman Clark. Vote on the final reading was recorded:
Ayes: 7 Lathrop, Trutzel, VanWinkle, Peek, Mayor Davis, Clark, Davidson
Noes: 0
Absent: 2 Savage, Finn
Bill No. 2019-47 was declared passed and in full force and effect as **Ordinance No. 2019-4532**, subject to Mayoral veto.

RESOLUTIONS

Ms. Greener read Resolution R2019-70: **A resolution approving Task Agreement 2019-3 with Olsson to perform the removal of the underground used oil storage tank and associated soil sampling at Street Barn Lane in the amount of \$19,110.00.**

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Ms. Greener read Resolution R2019-71: **A resolution approving a Professional Services Agreement with Ensz and Jester, P.C. to review, revise and draft the City's personnel policies and practices.**

Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Greener read Resolution R2019-72: **A resolution approving Task Agreement 2019-3 with Breit Construction for the Belton I-49 Outer Road water line relocation project in the amount of \$165,891.00.**

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report.

- Carnival, August 15-17 at Memorial Park
- Doggie Dip Day, September 7 at the outdoor waterpark
- There are roof repairs happening at High Blue Wellness Center
- Outdoor water park hours are changing due to start of school
- Party at the outdoor water park, August 23
- Fall Events at Memorial Park-Mama Mia, Oktoberfest

MAYOR'S COMMUNICATIONS

- Main Street Theater Play "Death Trap" in September

CITY MANAGER'S REPORT

August/September 2019 meetings

08/27 work session & regular meeting – 6:00 p.m.

09/10 work session & regular meeting – 6:00 p.m.

09/24 work session & regular meeting – 6:00 p.m.

Celia Duran, Director of Public Works, gave an update on road construction projects in town.

Mr. Clements gave an update on the Shady Lane Duplexes remodel. It will be designated as a 55 and over community when completed.

Carolyn Yatsook, Economic Development Director, stated Chick-Fil-A is testing the market in Belton. They will be in town every Tuesday with their food truck until the end of the year.

Alexa Barton, City Manager, shared that Eagle's Landing Golf Course was featured in an article in a golf magazine commending the course and its manager, Jay Kennedy.

OTHER BUSINESS

Councilman Trutzel asked for an update on the Avid Hotel project. Mr. Clements said the City is waiting for them to submit construction plans.

Councilman Clark asked for an update on the MoDOT road construction schedule. Ms. Duran said MoDOT is behind schedule and is trying to catch up. He asked if trash is added to all water bills. Ms. Ernzen said yes, that's the way the code is written.

Councilman Lathrop inquired if the berms being built at Northpoint are being inspected. Mr. Clements stated that yes.

Fire Chief John Sapp said the ladder truck repairs should be completed tomorrow.

At 7:57 p.m. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourn from there. Councilman Lathrop seconded. The following vote was recorded.

Ayes: 7 Davidson, Clark, Peek, VanWinkle, Trutzel, Mayor Davis, Lathrop

Noes: 0

Absent: 2 Savage, Finn

Being no further business, the meeting was adjourned following the executive session.

Donna Greener, Deputy City Clerk


Mayor Jeff Davis

SECTION VII

B

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

COURT DATES: 7/10/19; 7/17/19; 7/24/19; 7/31/19



MUNICIPAL JUDGE **8/1/19**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF JULY 2019 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

Belton Municipal Division
Thursday, August 1, 2019 11:16 AM

Collected

Payment Detail Listing By Payment Plan Number From 07/01/2019 - 07/31/2019

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000526	GLASS, STEVEN ALEX	07/30/2019	477570	R00053037	140794127-1	\$120.00 PY	✓	✓
PP0000526 Totals:						\$120.00		
PP0000803	PFLANZ, CHARLES DONAVAN	07/11/2019	476675	R00052779	160757654-1 160757655-1	\$200.00 PY	✓	✓
PP0000803 Totals:						\$200.00		
PP0000826	JOHNSON, DUSTIN W	07/09/2019	476394	R00052716	140799159-1	\$50.00 PY	✓	✓
PP0000826 Totals:						\$50.00		
PP0000963	HEATER, ANTHONY JAMES	07/12/2019 07/29/2019	476702 477524	R00053020	140794442-1 140794442-1	\$60.00 AB \$70.00 PY	✓	✓
PP0000963 Totals:						\$130.00		
PP0001157	HOLLAND, TIFFANY NICOLE	07/16/2019	476828	R00052831	140802021-1	\$20.00 PY	✓	✓
PP0001157 Totals:						\$20.00		
PP0001241	BRUBECK, JASON MARIO	07/11/2019	476671	R00052775	160754370-1	\$125.00 PY	✓	✓
PP0001241 Totals:						\$125.00		
PP0001306	SWANSON, KRISTINA M	07/10/2019	476572		140799060-1	\$60.00 AB		
PP0001306 Totals:						\$60.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	07/12/2019	476718	R00052792	140804344-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001334	FAIR, JESSE DEAN	07/18/2019 07/18/2019	477128 477131		121165043-1 121165043-1	\$60.00 AB \$25.00 AB	✓	✓
PP0001334 Totals:						\$85.00		
PP0001400	TUCKER, GARY DON	07/11/2019	476611	R00052771	160753568-1	\$20.00 PY	✓	✓
PP0001400 Totals:						\$20.00		
PP0001436	WARBINGTON, JOSEPH HENRY	07/19/2019	477200	R00052929	160759277-1	\$20.00 PY	✓	✓
PP0001436 Totals:						\$20.00		
PP0001457	CORBIN, SHYANNE C	07/15/2019	476761	R00052805	160753150-1 160753149-1	\$13.00 PY	✓	✓
PP0001457 Totals:						\$13.00		
PP0001515	MEDINA, SCOTT	07/11/2019	476607	R00052768	140804835-1	\$15.00 PY	✓	✓
PP0001515 Totals:						\$15.00		
PP0001561	MCCAULEY, BLAKE ALLEN	07/15/2019 07/31/2019	476803 477623	R00052812 R00053061	160755198-1 140795369-1 160755198-1	\$20.50 PY \$30.00 PY	✓	✓
PP0001561 Totals:						\$50.50		
PP0001572	BARBER, CHRYSTAL LYNN	07/24/2019	477349	R00052968	160754895-1	\$25.00 PY	✓	✓
PP0001572 Totals:						\$25.00		
PP0001590	SMITH, DORIS ROSALEE	07/17/2019	477026		140804514-1	\$15.00 AB		
PP0001590 Totals:						\$15.00		
PP0001690	NICHOLS, SAMUEL TODD	07/08/2019	476351	R00052686	140793879-1 140804511-1 140804510-1 140804512-1	\$628.00 PY	✓	
PP0001690 Totals:						\$628.00		
PP0001737	BALDUCCI, TRENTON L	07/12/2019	476720	R00052794	140804359-1	\$40.00 PY	✓	✓
PP0001737 Totals:						\$40.00		
PP0001751	MEDINA, STELLA MARIE	07/11/2019	476606	R00052767	160755120-1	\$10.00 PY	✓	✓
PP0001751 Totals:						\$10.00		
PP0001848	BALDWIN, AARON KEITH	07/19/2019	477165	R00052902	140804482-1	\$150.00 PY	✓	
PP0001848 Totals:						\$150.00		

* Indicates an overpayment was made on the Payment Plan

PP0001852	KELLUM, STEVEN T	07/16/2019	476827	R00052830	160753377-1	\$25.00 PY ✓ ✓
PP0001852 Totals:						\$25.00
PP0001921	GUGGISBERG, AMANDA J	07/12/2019	476706	R00052783	160753060-1	\$95.00 PY ✓
PP0001921 Totals:						\$95.00
PP0001980	BERRY, LEIGHANN KATHRYN	07/17/2019	476943	R00052872	160757625-1	\$30.00 PY ✓ ✓
PP0001980 Totals:						\$30.00
PP0002062	CROSSLEY, DAKOTA BRADLY	07/02/2019	476115	R00052621	160755015-1	\$20.00 PY ✓ ✓
PP0002062 Totals:						\$20.00
PP0002072	BOLTON, RAHN NMI	07/10/2019	476473	R00052751	160754068-1	\$20.00 PY ✓ ✓
PP0002072 Totals:						\$20.00
PP0002089	STEGNER, BRIAN KYLE	07/15/2019	476812	R00052817	160757648-1	\$20.00 PY ✓ ✓
PP0002089 Totals:						\$20.00
PP0002175	STEPHENS, MYTZI RENEE	07/17/2019	477019		160757741-1	\$15.00 AB ✓ ✓
		07/17/2019	477020		160757741-1	\$5.00 AB ✓ ✓
		07/17/2019	477023		140795424-1	\$15.00 AB ✓ ✓
PP0002175 Totals:						\$35.00
PP0002237	BREITWEISER, ANGELIC MARIA	07/11/2019	476610	R00052770	160755023-1	\$20.00 PY ✓ ✓
					160755024-1	
PP0002237 Totals:						\$20.00
PP0002335	MURPHY, SHANE P	07/03/2019	476140	R00052629	160757280-1	\$45.00 PY ✓
PP0002335 Totals:						\$45.00
PP0002345	TERRONES, KIMBERLY T	07/03/2019	476144	R00052633	160758977-1	\$20.00 PY ✓ ✓
PP0002345 Totals:						\$20.00
PP0002354	AGATONE, ROBERT JOHN	07/22/2019	477268	R00052937	140795509-1	\$48.00 PY ✓
PP0002354 Totals:						\$48.00
PP0002438	WOOD, DAKOTA LEE	07/31/2019	477635	R00053068	160758499-1	\$15.00 PY ✓ ✓
PP0002438 Totals:						\$15.00
PP0002446	UNDERWOOD, GEORGE EDWARD	07/08/2019	476362	R00052698	160762745-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002488	HARBOUR, SYLVESTER JR JR	07/05/2019	478232	R00052655	160762754-1	\$20.00 PY ✓ ✓
		07/24/2019	477346	R00052966	160762754-1	\$10.00 PY ✓ ✓
					160761459-1	
PP0002488 Totals:						\$30.00
PP0002495	NEWMAN, LLOYD PRICE JR	07/05/2019	478257	R00052669	140803287-1	\$25.00 PY ✓
		07/26/2019	477426	R00052986	140803287-1	\$270.00 PY ✓
					140803288-1	
PP0002495 Totals:						\$295.00
PP0002513	JOHNSON, HALLIE LEIGH	07/30/2019	477551	R00053027	140803024-1	\$40.00 PY ✓ ✓
PP0002513 Totals:						\$40.00
PP0002519	KINDRED, LILLIAN PATRICE	07/26/2019	477433	R00052993	160761746-1	\$43.00 PY ✓
PP0002519 Totals:						\$43.00
PP0002573	DAVIS, DEBORAH LEANNE	07/10/2019	476400	R00052722	160763701-1	\$40.00 PY ✓ ✓
		07/17/2019	476930	R00052861	160763701-1	\$92.25 PY ✓ ✓
					160765735-1	
PP0002573 Totals:						\$132.25
PP0002589	HUGUNIN (STUDNA), CARRIE ANN	07/31/2019	477617	R00053058	160755772-1	\$15.00 PY ✓ ✓
PP0002589 Totals:						\$15.00
PP0002633	BUNTING, GARY LEE	07/08/2019	476365	R00052700	160762272-1	\$70.00 PY ✓
PP0002633 Totals:						\$70.00
PP0002638	KOCOUREK-BOWMAN, KAYLEE K	07/08/2019	476369	R00052702	160758884-1	\$20.00 PY ✓ ✓
PP0002638 Totals:						\$20.00
PP0002681	WELLS, COLE EVERET III	07/17/2019	476952	R00052875	160761583-1	\$50.00 PY ✓ ✓
PP0002681 Totals:						\$50.00
PP0002700	BESHORE, JENICE M	07/29/2019	477526	R00053021	160760412-1	\$15.00 PY ✓ ✓
PP0002700 Totals:						\$15.00

* Indicates an overpayment was made on the Payment Plan

PP0002740	CRADDOCK, AARON MICHAEL	07/08/2019	476357	R00052693	160759470-1 160759471-1	\$266.00 PY ✓
PP0002740 Totals:						\$266.00
PP0002747	ELLISON, TAMMY JEANNE	07/22/2019	477207	R00052934	160762929-1	\$50.00 PY ✓ ✓
PP0002747 Totals:						\$50.00
PP0002756	ERMEY, JENNIFER M	07/12/2019	476707		160755841-1	\$15.00 AB ✓ ✓
PP0002756 Totals:						\$15.00
PP0002802	KIHN, LINDA ANN	07/17/2019	476922	R00052853	160765960-1	\$40.00 PY ✓ ✓
PP0002802 Totals:						\$40.00
PP0002808	SIMS, PATRICIA L	07/03/2019	476142	R00052631	160761565-1 160760499-1	\$20.00 PY ✓ ✓
PP0002808 Totals:						\$20.00
PP0002819	MURPHY, THURSTON RONALD RAYMOND	07/23/2019	477317	R00052954	160764302-1	\$20.00 PY ✓ ✓
PP0002819 Totals:						\$20.00
PP0002832	FICKLE, MEGAN NICHOLE	07/10/2019	476548		160764435-1	\$150.00 AB ✓
		07/10/2019	476554	R00052761	160764436-1	\$150.00 PY ✓
PP0002832 Totals:						\$300.00
PP0002833	SAGER, HEATH B	07/30/2019	477575	R00053040	160755359-1	\$80.00 PY ✓ ✓
PP0002833 Totals:						\$80.00
PP0002852	BENOIT, SARAH LILLIAN	07/01/2019	476072	R00052598	160765782-1	\$20.00 PY ✓ ✓
		07/16/2019	476868	R00052838	160765782-1	\$20.00 PY ✓ ✓
		07/30/2019	477574	R00053039	160765782-1	\$20.00 PY ✓ ✓
PP0002852 Totals:						\$60.00
PP0002866	BJORGO, JASON RICHARD	07/16/2019	476866		160757387-1	\$30.00 AB ✓
		07/16/2019	476867		160757387-1	\$15.00 AB ✓
		07/16/2019	476869	R00052837	160757387-1	\$60.00 PY ✓
PP0002866 Totals:						\$105.00
PP0002888	HUTTON, CHANCE JEFFREY	07/24/2019	477326	R00052958	160764290-1	\$30.00 PY ✓ ✓
PP0002888 Totals:						\$30.00
PP0002890	SIBLEY, TREY EUGENE	07/02/2019	476119	R00052625	160760450-1	\$10.00 PY ✓ ✓
		07/25/2019	477414	R00052985	160760450-1	\$10.00 PY ✓ ✓
PP0002890 Totals:						\$20.00
PP0002917	RIDDLE, JEREMY SCOTT	07/03/2019	476148	R00052636	160764389-1	\$50.00 PY ✓ ✓
PP0002917 Totals:						\$50.00
PP0002928	REITZ, WYLIE JAY	07/29/2019	477454	R00053000	160766278-1	\$20.00 PY ✓ ✓
PP0002928 Totals:						\$20.00
PP0002942	FISCHER, ELIZABETH LYDIA	07/01/2019	476071	R00052597	160766229-1	\$43.00 PY ✓
PP0002942 Totals:						\$43.00
PP0002945	MUTURI, TWILA SHEVENE	07/03/2019	476121	R00052627	160764318-1	\$20.00 PY ✓ ✓
PP0002945 Totals:						\$20.00
PP0002947	LARNED, BRIAN SCOTT	07/15/2019	476802	R00052811	160766502-1	\$50.00 PY ✓ ✓
PP0002947 Totals:						\$50.00
PP0002952	SAUCIER, AMANDA MARIE	07/06/2019	476269	R00052679	160766472-1	\$50.00 PY ✓ ✓
PP0002952 Totals:						\$50.00
PP0002959	HOLST, LISA A	07/16/2019	476871	R00052840	160762980-1	\$50.00 PY ✓ ✓
PP0002959 Totals:						\$50.00
PP0002977	LEE, ADAM FORREST	07/03/2019	476169	R00052647	160768041-1	\$20.00 PY ✓ ✓
PP0002977 Totals:						\$20.00
PP0002978	COFFIN, ALEXANDER MAPUSUA FAITAU JR	07/17/2019	476931	R00052862	160764537-1	\$50.00 PY
PP0002978 Totals:						\$50.00
PP0002983	GUERRERO, HECTOR	07/17/2019	476882	R00052846	160766823-1 160766824-1	\$180.00 PY ✓ ✓
PP0002983 Totals:						\$180.00
PP0002989	BERFIELD, WALTER GEORGE	07/30/2019	477579	R00053044	160766362-1	\$100.00 PY ✓
PP0002989 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0002996	MOTTER, RYAN K	07/30/2019	477567	R00053035	160760306-1 160761385-1	\$161.00 PY ✓
PP0002996 Totals:						\$161.00
PP0002999	GETHERS-DAVIS, KENNETH	07/19/2019	477189	R00052926	160761851-1	\$225.00 PY ✓
PP0002999 Totals:						\$225.00
PP0003001	ASH, CYNTHIA SUE	07/25/2019	477381	R00052979	160767056-1	\$25.00 PY ✓
PP0003001 Totals:						\$25.00
PP0003004	MYERS, ROBERT JOSEPH	07/19/2019	477187	R00052923	160763814-1	\$50.00 PY ✓ ✓
PP0003004 Totals:						\$50.00
PP0003013	HOLLMAN, DOUGLAS J	07/30/2019	477568	R00053034	160765988-1	\$21.00 PY ✓
PP0003013 Totals:						\$21.00
PP0003015	MORRIS, MEGEAN NICOLE	07/08/2019	476276	R00052683	160763767-1	\$65.00 PY ✓
PP0003015 Totals:						\$65.00
PP0003024	SEXTON, VINCENT E	07/22/2019	477269	R00052938	160756324-1	\$20.00 PY ✓ ✓
PP0003024 Totals:						\$20.00
PP0003028	WORLEY, HALI NOEL	07/15/2019 07/30/2019	476762 477581	R00052806 R00053046	160762463-1 160762463-1 160768453-1	\$15.00 PY ✓ ✓ \$15.00 PY ✓ ✓
PP0003028 Totals:						\$30.00
PP0003029	BISHOP, ROBERT WESLEY III	07/12/2019	476719	R00052793	160765802-1	\$20.00 PY
PP0003029 Totals:						\$20.00
PP0003030	JOHNSON, JAMES NEIL	07/05/2019	476233	R00052656	160764668-1	\$50.00 PY ✓ ✓
PP0003030 Totals:						\$50.00
PP0003038	TORRENCE, GENEVA PEARL	07/03/2019	476120	R00052626	160766723-1	\$50.00 PY ✓ ✓
PP0003038 Totals:						\$50.00
PP0003039	JENKINS, JOHN KODY	07/23/2019	477292	R00052953	160764513-1	\$100.00 PY ✓ ✓
PP0003039 Totals:						\$100.00
PP0003048	BARBER, JEFFREY M	07/05/2019	476229	R00052652	160764564-1	\$20.00 PY ✓ ✓
PP0003048 Totals:						\$20.00
PP0003053	FRIEND, MATTHEW AARON	07/19/2019	477172	R00052907	160764600-1	\$25.00 PY ✓ ✓
PP0003053 Totals:						\$25.00
PP0003061	PLUMMER, APRIL J	07/29/2019	477527	R00053022	160760555-1	\$41.50 PY ✓
PP0003061 Totals:						\$41.50
PP0003063	GONZALES, JOB BLITZ	07/11/2019	476664	R00052772	160766914-1	\$40.00 PY ✓ ✓
PP0003063 Totals:						\$40.00
PP0003079	FREEMAN, DARNELL LAMONT	07/19/2019	477190	R00052924	160765171-1	\$175.00 PY ✓
PP0003079 Totals:						\$175.00
PP0003087	WHITE, TIMIA D	07/31/2019	477624	R00053062	160765028-1 160765029-1 160765030-1 160765031-1	\$375.00 PY ✓
PP0003087 Totals:						\$375.00
PP0003090	ERHARD, CHRISTIAN MICHAEL	07/30/2019	477549	R00053025	160766396-1	\$25.00 PY ✓ ✓
PP0003090 Totals:						\$25.00
PP0003091	FALZONE, THOMAS MICHAEL	07/09/2019	476393	R00052715	160767031-1	\$73.00 PY ✓
PP0003091 Totals:						\$73.00
PP0003101	MCKINZY, CRISSA JONNE	07/17/2019	476920	R00052851	160763906-1	\$25.00 PY ✓ ✓
PP0003101 Totals:						\$25.00
PP0003102	BELL, MARK L JR	07/29/2019	477531	R00053023	160766721-1	\$38.00 PY ✓
PP0003102 Totals:						\$38.00
PP0003109	DOWNING, KEVIN D JR	07/02/2019	476118	R00052624	160767129-1 160767130-1 160767131-1	\$423.00 PY ✓
PP0003109 Totals:						\$423.00
PP0003112	RUTH, RACHEL L	07/04/2019 07/18/2019	476185 477141	R00052651 R00052900	160766302-1 160766302-1	\$10.00 PY ✓ ✓ \$20.00 PY ✓ ✓
PP0003112 Totals:						\$30.00

* Indicates an overpayment was made on the Payment Plan

PP0003113	DAVIS, HANS G.L.	07/16/2019	476819	R00052824	160765010-1 160765011-1	\$75.00 PY ✓ ✓
PP0003113 Totals:						\$75.00
PP0003114	WENDEL, JASON EUGENE	07/30/2019	477552	R00053028	160766908-1	\$103.00 PY ✓
PP0003114 Totals:						\$103.00
PP0003117	PROVOLT, JUSTIN R	07/30/2019	477580	R00053045	160767143-1	\$20.00 PY ✓ ✓
PP0003117 Totals:						\$20.00
PP0003127	WOOLSEY, SARAH JOLYNN	07/19/2019	477186	R00052922	160766537-1	\$50.00 PY ✓
PP0003127 Totals:						\$50.00
PP0003128	OWENS, THOMAS RAYMOND	07/03/2019	476158	R00052643	160767180-1	\$50.00 PY ✓ ✓
PP0003128 Totals:						\$50.00
PP0003137	UNDERWOOD, CHARLES RAYMOND	07/08/2019	476361	R00052697	160766375-1	\$20.00 PY ✓ ✓
PP0003137 Totals:						\$20.00
PP0003140	BROWN, WALTER E JR	07/26/2019	477430	R00052990	160767155-1	\$90.00 PY ✓ ✓
PP0003140 Totals:						\$90.00
PP0003142	ELLIOTT, NICOLE RAE	07/22/2019	477266	R00052935	160767421-1	\$50.00 PY ✓
PP0003142 Totals:						\$50.00
PP0003145	ERTER, JEFFERY LEE 2ND	07/17/2019	476949	R00052874	160766393-1	\$25.00 PY ✓ ✓
PP0003145 Totals:						\$25.00
PP0003148	WALKER, DARRIUS ROBERT	07/15/2019	476817	R00052822	160767367-1 160767368-1	\$150.00 PY ✓
PP0003148 Totals:						\$150.00
PP0003150	MCCLAIN, TERRY BRUCE	07/03/2019	476141	R00052630	160767456-1	\$100.00 PY ✓
PP0003150 Totals:						\$100.00
PP0003154	SANCHEZ, SAREE MARISSA	07/24/2019	477327	R00052959	160767472-1	\$25.00 PY ✓ ✓
PP0003154 Totals:						\$25.00
PP0003157	LOVE, LESYLE BRIANN	07/01/2019	476029	R00052596	160767913-1	\$175.00 PY ✓
PP0003157 Totals:						\$175.00
PP0003158	WARE, LARA JANE	07/31/2019	477651	R00053075	160768357-1	\$50.00 PY ✓ ✓
PP0003158 Totals:						\$50.00
PP0003164	MOSELEY, RICHARD W	07/29/2019	477504	R00053001	160766720-1	\$150.00 PY ✓ ✓
PP0003164 Totals:						\$150.00
PP0003165	HARMON, CHARLY J	07/15/2019	476816	R00052821	160767330-1	\$25.00 PY ✓ ✓
PP0003165 Totals:						\$25.00
PP0003172	MAENHOUDT, MICHELLE RENA	07/01/2019 07/19/2019	476090 477188	R00052616 R00052925	160764587-1 160764587-1	\$25.00 PY \$25.00 PY ✓ ✓
PP0003172 Totals:						\$50.00
PP0003174	BIGGERSTAFF, JANICE G	07/01/2019	476089	R00052615	160768208-1	\$100.00 PY ✓ ✓
PP0003174 Totals:						\$100.00
PP0003177	STILWELL, BRANDI DIANE	07/02/2019	476099	R00052619	160760599-1	\$73.00 PY ✓
PP0003177 Totals:						\$73.00
PP0003179	MUHAMMAD, TALISHA F	07/31/2019	477661	R00053078	160767139-1	\$10.00 PY ✓ ✓
PP0003179 Totals:						\$10.00
PP0003181	SMITH, TROY ELDON	07/10/2019	476570	R00052763	160764514-1 160766825-1	\$200.00 PY ✓ ✓
PP0003181 Totals:						\$200.00
PP0003183	WOOD, RICKY GENE	07/31/2019	477647	R00053072	190282547-1	\$75.00 PY ✓ ✓
PP0003183 Totals:						\$75.00
PP0003186	DAY, JULIANN	07/30/2019	477569	R00053036	160767623-1	\$40.00 PY ✓ ✓
PP0003186 Totals:						\$40.00
PP0003188	RUSHING, DANZALE Q	07/19/2019	477170	R00052905	121162340-1	\$100.00 PY ✓ ✓
PP0003188 Totals:						\$100.00
PP0003189	MARTIN, APRIL FAITH	07/05/2019	476231	R00052654	160767579-1	\$50.00 PY ✓ ✓
PP0003189 Totals:						\$50.00
PP0003192	CANADY, REGINA	07/17/2019	477042	R00052896	160768172-1	\$50.00 PY ✓
PP0003192 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0003194	OLSON, CLARISSA MARIE	07/03/2019	476139	R00052628	160768107-1	\$20.00 PY ✓
		07/16/2019	476870	R00052839	160768107-1	\$134.50 PY ✓
					160768108-1	
PP0003194 Totals:						\$154.50
PP0003196	ARANGO-GOMEZ, FRANCISCO J	07/26/2019	477432	R00052992	160768513-1	\$100.00 PY ✓ ✓
					160768514-1	
PP0003196 Totals:						\$100.00
PP0003201	RYAN, SONNY RAY	07/10/2019	476401	R00052723	160767504-1	\$100.00 PY ✓ ✓
		07/19/2019	477169	R00052904	160767504-1	\$500.00 PY ✓ ✓
PP0003201 Totals:						\$600.00
PP0003203	HOLDEN, WILLIAM MARSHALL	07/22/2019	477275	R00052944	160767411-1	\$248.00 PY ✓
					160767412-1	
PP0003203 Totals:						\$248.00
PP0003205	GREGORY, CYNTHIA RENEE	07/08/2019	476363	R00052699	160768472-1	\$30.00 PY ✓ ✓
PP0003205 Totals:						\$30.00
PP0003207	MURRAY, AIREANA CHERI	07/03/2019	476180	R00052644	160768087-1	\$135.00 PY ✓
		07/18/2019	477085	R00052897	160768088-1	\$90.00 PY ✓
PP0003207 Totals:						\$225.00
PP0003215	JOHNSON, LENISE L	07/16/2019	476835	R00052835	160756839-1	\$30.00 PY ✓ ✓
PP0003215 Totals:						\$30.00
PP0003217	THOMAS, CHRISTOPHER WILLIAM	07/12/2019	476722	R00052796	160768090-1	\$25.00 PY ✓
		07/28/2019	477449	R00052999	160768090-1	\$75.00 PY ✓
PP0003217 Totals:						\$100.00
PP0003218	REDBEAR, TYSON CHRISTOPHER	07/22/2019	477272	R00052941	160767957-1	\$100.00 PY ✓ ✓
PP0003218 Totals:						\$100.00
PP0003219	PIERSON, SARAH R	07/02/2019	476114	R00052620	160765019-1	\$30.00 PY ✓ ✓
PP0003219 Totals:						\$30.00
PP0003222	CLARK, KAY LAVERNE	07/03/2019	476178	R00052650	140795479-1	\$20.00 PY ✓ ✓
PP0003222 Totals:						\$20.00
PP0003225	THOM, ELIJAH D	07/12/2019	476734	R00052797	160767721-1	\$348.00 PY ✓
					160767722-1	
PP0003225 Totals:						\$348.00
PP0003226	MERRITT, TRINA LOUISE	07/24/2019	477340	R00052960	160767991-1	\$104.00 PY ✓ ✓
PP0003226 Totals:						\$104.00
PP0003227	MERCER, RANI J	07/24/2019	477341	R00052961	160766986-1	\$300.00 PY ✓ ✓
					160766988-1	
PP0003227 Totals:						\$300.00
PP0003230	SORRELL, TYLER JUSTIN	07/15/2019	476801	R00052810	160761895-1	\$40.00 PY ✓ ✓
PP0003230 Totals:						\$40.00
PP0003237	SMITH, SASHA K	07/18/2019	477140	R00052899	160768386-1	\$25.00 PY ✓ ✓
PP0003237 Totals:						\$25.00
PP0003240	AULT, JILL MARIE	07/26/2019	477440	R00052995	190282626-1	\$20.00 PY ✓ ✓
PP0003240 Totals:						\$20.00
PP0003241	ASHLOCK, HAROLD E	07/26/2019	477431	R00052991	160768059-1	\$20.00 PY ✓ ✓
PP0003241 Totals:						\$20.00
PP0003245	SMITH, JULIE RAYE	07/16/2019	476823	R00052827	190282500-1	\$50.00 PY ✓ ✓
		07/30/2019	477550	R00053026	190282500-1	\$50.00 PY ✓ ✓
PP0003245 Totals:						\$100.00
PP0003246	CARDINAL, TYLER GEORGE	07/10/2019	476500	R00052755	160767977-1	\$175.00 PY ✓
		07/12/2019	476698	R00052780	160767977-1	\$50.00 PY ✓
PP0003246 Totals:						\$225.00
PP0003247	BAKER, JAMALL LEENO	07/10/2019	476504	R00052756	190282545-1	\$50.00 PY ✓ ✓
PP0003247 Totals:						\$50.00
PP0003253	YATES, KIMBERLY ANN	07/25/2019	477413	R00052984	160768251-1	\$50.00 PY ✓ ✓
PP0003253 Totals:						\$50.00
PP0003257	BERYMON, LATANYA RENA	07/10/2019	476535	R00052760	190282488-1	\$225.00 PY

* Indicates an overpayment was made on the Payment Plan

PP0003257	BERYMON, LATANYA RENA	07/17/2019	476942	R00052871	190282488-1	\$25.00 PY ✓ ✓
PP0003257 Totals:						\$250.00
PP0003258	PIERCE, DARRIS B	07/19/2019	477197	R00052927	190282449-1	\$74.50 PY ✓
PP0003258 Totals:						\$74.50
PP0003260	SPEARS, SHANE J	07/30/2019	477577	R00053042	160756057-1	\$225.00 PY ✓ ✓
PP0003260 Totals:						\$225.00
PP0003265	REYES, ANGELA DAWN	07/31/2019	477626	R00053064	160768389-1	\$50.00 PY ✓ ✓
PP0003265 Totals:						\$50.00
PP0003269	MARTINEZ-JUAN, EDUARDO	07/26/2019	477438	R00052994	160765438-1	\$100.00 PY ✓ ✓
PP0003269 Totals:						\$100.00
PP0003270	PLANAS, DORIS NMN	07/17/2019	476982	R00052885	160767600-1	\$50.00 PY ✓ ✓
PP0003270 Totals:						\$50.00
PP0003271	MICKEN, KENNETH D	07/22/2019	477283	R00052949	160760075-1 160760076-1	\$200.00 PY ✓ ✓
PP0003271 Totals:						\$200.00
PP0003274	DOHERTY, JOSEPH R	07/19/2019	477142	R00052901	160768276-1	\$100.00 PY ✓
PP0003274 Totals:						\$100.00
PP0003275	TRAGESER, CHAD NATHAN	07/31/2019	477621	R00053059	190282550-1	\$100.00 PY ✓ ✓
PP0003275 Totals:						\$100.00
PP0003276	BREIG, NATHAN CARL	07/31/2019	477637	R00053070	190282875-1	\$50.00 PY ✓ ✓
PP0003276 Totals:						\$50.00
PP0003277	BREIG, LEA BETH	07/31/2019	477636	R00053069	190282872-1	\$50.00 PY ✓ ✓
PP0003277 Totals:						\$50.00
PP0003279	GREEN, ANGELA MARIE	07/30/2019	477532	R00053024	160765552-1	\$50.00 PY ✓ ✓
PP0003279 Totals:						\$50.00
PP0003281	BERRY, TERESSA RENEE	07/19/2019	477171	R00052906	190282059-1	\$60.00 PY ✓ ✓
PP0003281 Totals:						\$60.00
PP0003282	LUMPKINS, KRISTOPHER MARTEZ	07/22/2019	477279	R00052948	160768539-1	\$10.00 PY ✓
PP0003282 Totals:						\$10.00
PP0003284	TRAINER, SAMUEL JAMES	07/30/2019	477576	R00053041	190282180-1	\$100.00 PY ✓ ✓
PP0003284 Totals:						\$100.00
PP0003290	SCHIRK, JEFFREY RYAN	07/24/2019	477367	R00052975	160763970-1	\$40.00 PY ✓ ✓
PP0003290 Totals:						\$40.00
PP0003298	WILSON, JOCY JANE	07/31/2019	477648	R00053073	160767587-1	\$20.00 PY ✓ ✓
PP0003298 Totals:						\$20.00

Report Totals

\$13,001.25

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

8/1/2019 12:49:55 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Posted Date From 07/01/2019 To 07/31/2019

Violations By Filed Date

City Ordinance	166
INTERNATIONAL BUILDING CODI	1
IPMC CODE	13
MOVING TRAFFIC	302
Parking	1
Traffic	139
UNIFIED DEVELOPMENT CODE	3
Total Violations Filed:	625

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

23

MOVING TRAFFIC	61
Traffic	81
CL	142
Total Violations Completed-Paid Fines:	142

Violations Completed-Before Judge By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	119
IPMC CODE	3
MOVING TRAFFIC	66
Traffic	78
CL	266

DC-Dismissed by Complainant

City Ordinance	7
DC	7



My Filed Or Closed Cases Listing

Belton Municipal Division

8/1/2019 12:49:55 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Posted Date From 07/01/2019 To 07/31/2019

Violations Completed-Before Judge By Filed Date

DI-CLOSED BY SIS

MOVING TRAFFIC	8	
DI		8

DJ-Dismissed by Judge

City Ordinance	1	
DJ		1

DP-Dismissed by Prosecutor

City Ordinance	8	
IPMC CODE	1	
MOVING TRAFFIC	11	
Traffic	4	
DP		24

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	28	
Traffic	1	
DX		29

Total Violations Completed-Before Judge: 335

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	19	
D\$		19

24



My Filed Or Closed Cases Listing

Belton Municipal Division

8/1/2019 12:49:55 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Posted Date From 07/01/2019 To 07/31/2019

Violations Completed-Other By Filed Date

DP-Dismissed by Prosecutor

MOVING TRAFFIC	1	
DP		1

VD-Voided Docket

City Ordinance	1	
VD		1

Total Violations Completed-Paid Fines:		21
---	--	-----------

Total Violations Completed-Paid Fines:	142
Total Violations Completed-Before Judge:	335
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	21
Total Violations Completed:	498
Total Violations Filed:	625
Net Difference Filed - Completed:	127

25

Warrants Issued

City Ordinance	163		
MOVING TRAFFIC	80		
Traffic	40		
Total Warrants Issued:	283	Total Violations:	283

Warrants Cleared

City Ordinance	205
IPMC CODE	2



My Filed Or Closed Cases Listing

Belton Municipal Division

8/1/2019 12:49:55 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Posted Date From 07/01/2019 To 07/31/2019

MOVING TRAFFIC	105		
Parking	2		
Traffic	100		
Total Warrants Cleared:	414	Total Violations:	414
Total Warrants Issued:	283		
Total Warrants Cleared:	414		
Net Difference:	-131		

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

MOVING TRAFFIC	2		
AJ		2	

CC-CONTEMPT OF COURT ISSUED

City Ordinance	1		
CC		1	

CN-Continued Arraignment

City Ordinance	4		
MOVING TRAFFIC	3		
Traffic	6		
CN		13	

CS-Community Service Hours

MOVING TRAFFIC	1		
CS		1	

IA-Initial Arraignment

26



My Filed Or Closed Cases Listing

Belton Municipal Division

8/1/2019 12:49:55 PM

Totals For Filed Date From 07/01/2019 To 07/31/2019

Posted Fee Totals For Posted Date From 07/01/2019 To 07/31/2019

Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	2	
IA		2

PP-Payment plan

City Ordinance	40	
IPMC CODE	1	
MOVING TRAFFIC	46	
Traffic	28	
PP		115

RS-RESTITUTION DUE

City Ordinance	1	
RS		1

WI-Warrant Issued

City Ordinance	17	
MOVING TRAFFIC	27	
Parking	1	
Traffic	17	
WI		62

Total Violations Completed-Other Paid:		197
---	--	------------

27



My Filed Or Closed Cases Listing

Belton Municipal Division

8/1/2019 12:49:55 PM

Posted Fee Totals For Posted Date From 07/01/2019 To 07/31/2019

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$4,256.00
CC (76)	COURT COSTS	\$3,171.72
CN (CA)	COURT NOTIFICATION AUTOMATION	\$569.39
CVC2 (74)	CRIME VICTIMS CITY	\$106.19
CVS2 (CV)	CRIME VICTIMS STATE	\$2,193.70
DM (82)	DOMESTIC VIOLENCE	\$571.50
FINE (76)	FINE	\$37,650.04
ILFC (83)	ILF- CITY	\$291.37
IS (IS)	INMATE SECURITY FUND	\$575.13
RST (RS)	RESTITUTION	\$200.00
SR (SR)	SHERIFF RETIREMENT	\$923.02
TFC (78)	TRAINING FUND CITY	\$576.50
TFS (81)	TRAINING FUND STATE	\$307.69

28

CASH SHORT (CS)	CASH SHORTAGE	\$15.00
-----------------	---------------	---------

Report Totals:	\$51,392.25	
	(15.00)	CASH SHORTAGE
	\$51,377.25	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 7/2019
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		104	3,427
B. cases (citations / informations) filed		9	432
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	3
3. court / bench trial - NOT GUILTY		0	25
4. plea of GUILTY in court		2	161
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	142
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		0	16
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		2	347
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		111	3,512
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	283	# issued during period	0
2. # served/withdrawn during reporting period	414	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,348		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 7/2019
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$23,435.62		
Clerk Fee - Excess Revenue	\$2,564.84		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$78.44		
Bond forfeitures (paid to city) - Excess Revenue	\$1,746.00		
Total Excess Revenue	\$27,824.90		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$14,783.81		
Clerk Fee - Other	\$898.25		
Judicial Education Fund (JEF)			
<input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$307.69		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,193.70		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$27.75		
Law Enforcement Training (LET) Fund surcharge	\$576.50		
Domestic Violence Shelter surcharge	\$571.50		
Inmate Prisoner Detainee Security Fund surcharge	\$575.13		
Sheriffs' Retirement Fund (SRF) surcharge	\$923.02		
Restitution	\$200.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,510.00		
Total Revenue Other	\$23,567.35		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$0.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$51,377.25
<i>CASH SHORT</i>	<i>(15.00)</i>	Bond Refunds	\$0.00
		Total Disbursements	\$51,392.25

[Skip to main content](#)

[Instructions](#) | [ellisla](#) | [Logout](#)

Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	8	Cass	17th
Belton Municipal Divisic	79	new	new
0	Select		
Add August Report +			

Show entries

Search:

Reporting Period Year

Reporting Period Month

2019	July	Resubmit	
2019	June	Resubmit	
2019	May	Resubmit	
2019	April	Resubmit	
2019	March	Resubmit	
2019	February	Resubmit	
2019	January	Resubmit	
2018	December	Resubmit	
2018	November	Resubmit	
2018	October	Resubmit	

Showing 1 to 10 of 19 entries

- [Previous](#)
- [1](#)
- [2](#)
- [Next](#)

Are you the Principal/Chief Judge?

Yes	No
-----	----

SECTION VII

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019 **DIVISION:** Public Works/Transportation/Water Services

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

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

ISSUE/RECOMMENDATION:

Public Works Transportation and Water Services divisions currently do not have equipment to conduct photographic and video inspections of stormwater culverts and pipes as well as sanitary sewer mains and manholes. Public Works has lateral line “push camera” equipment that is insufficient in the inspections and diagnostics of pipes larger than 4 inches. When failed pipe or sinkholes occur in city underground infrastructure, an outside contractor is hired to perform these inspections. The City has spent approximately \$57,270 since April 1, 2016 on these contractual services.

Staff recommends purchase of a 2019 Envirosight RovverX Camera System with Trailer Build Out for the Public Works Transportation and Water Services Divisions to use in the inspection and diagnosis of the City of Belton’s stormwater and sanitary sewer infrastructure. This is an approved line item in the Capital Outlay/Equipment budget for FY2020.

This bid was prepared using Sourcewell (formerly NJPA), a national government service cooperative purchasing agency. Sourcewell awards cooperative purchasing contracts to vendors who have met guidelines regarding lowest cost and best practices criteria.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Key Equipment & Supply Co.	
Amount of Request/Contract:	\$	166,367.90
Amount Budgeted:	\$	240,000 (split between Water Services and Transportation)
Funding Source:	225-0000-495-7400 & 660-0000-495-7400	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	73,632.10

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2019 Envirosight RovverX Camera System with Trailer Build Out from Key Equipment & Supply Co. in Kansas City, Kansas for the total purchase price of \$166,367.90.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Key Equipment & Supply Company 2019 RovverX Trailer Buildout Belton Proposal
- Envirosight RovverX Brochure



Corporate Office
 P.O. Box 2007
 Maryland Heights, MO 63043
 314-298-8330

Branch Office
 P.O. Box 11035
 Kansas City, KS 66111
 913-371-8260

Branch Office
 P.O. Box 692109
 Tulsa, OK 74169
 918-809-8011



August 5, 2019

City of Belton
 Attn: Mr. Klayton Turnbow, Stormwater Foreman
 506 Main St
 Belton, MO 64012



Re: Envirosight Trailer Buildout, Quickview, and Sonetics
 Sourcewell Contract#: 022014-EVS
 Sourcewell Member #: 158673

Gentlemen,

Thank you for the opportunity to provide you with a proposal for the state-of-the-art Rover X Camera System with Trailer Build Out. The Envirosight Rovver X is unequaled in performance, capability, expandability and reliability by having little resistance in the pipe allowing quick, accurate, state of the art reporting capabilities. It is simple yet powerful and is raising the bar and setting the standard for underground inspection systems.

Rover X is the one system that lets you do everything: control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software:

- Steerable 6-wheel drive maneuvers past obstacles.
- Modular design adapts to pipe of any size, condition and material.
- Compact system footprint can be deployed from any size vehicle.
- Digital controls automatically update to the latest features and support self-diagnostics.
- Scalable design supports lateral launch, side-scanning and laser profiling.
- WinCan VX included with every system purchase.

Rovver X, with its enhanced range, unmatched portability, simplified 3-piece system layout and powerful touchscreen controller, is the simplest to operate system on the market and yet the most advanced at the same time. The new pendant captures a day's worth of MPEG video and JPEG still images, lets you enter observations, upload to WinCan via the cloud, and connects via Rovver-Link for remote diagnostics and firmware updates. In addition, RovverX offers a detachable remote-operated camera lift, three on-board cameras, and integrated sensor packages.

Build-Out vehicles are designed for the efficient, productive deployment of sewer inspection equipment. The tandem axle trailer has standard features such as:

Solid bulkhead wall with fixed smoked-glass window and pass-through door with aluminum kick plate • formica desk with outlets above and below • cork board wall above desk surface • overhead LED lighting • 19" Tru-Vu desk-mounted monitor • high-back operator chair • storage cabinet • hinged bench seat with cushion and storage beneath • carpeted walls and ceiling • black treaded rubber floor • rack cabinet (for computer/DVD-RW) • wall file • video distribution booster • safety light controls mounted above desk butcher block work surfaces • built-in heavy-duty storage/tool box • rear-facing 19" Tru-Vu monitor • slide-out crawler drawer

under reel • floor-to-ceiling cabinet behind reel • wash-down system (on-demand pump, lighted switch, 18-gallon water tank with exterior fill, 25' retractable hose reel) • ceiling-mounted LED lights • plywood ceiling/walls covered with gray FRP • black treaded rubber floor • aluminum storage shelf and caddy with trash can • wheel drawer • rubber glove dispenser; shore power cord with 120V wall adapter • breaker box with 12V inverter • cable theft deterrent with lock

Rovver X includes all, of the following as standard:

- State-of-the-art camera system with solid-state circuitry
- Open-standard Can-bus Communication protocol (software driven system ensures infinite upgrade ability)
- Utilizes reliable RAM drive with a capacity to hold 64 hours of video recording
- RC90X pan/tilt/zoom (120x zoom) camera with dual lasers (lasers can be calibrated for easy measurement of observations)
- 10 optical, 12 digital zoom, with 40 LED's with Lifetime Warranty and proportional control
- Rovver X 6-wheel steerable crawler with inclination/pitch sensors and Sondra transmitter with on/off switch
- Pendant controller with viewing, text generation, crawler control, camera control, cable reel control, digital video and still image recording, full digital output and auto reel with 1000' of cable
- Report generating capability (exportable)
- Presets for viewing laterals or inspecting joints
- Video can be downloaded via USB flash drive
- Twin multifunction joysticks with proportional control (crawler and camera)
- Automatic cable reel with 1000' of cable (1650' optional)
- Clutch
- Remote internet-based diagnostics, diagnostic services and firmware upgrades
- Built-in inspection menus with drop down menus for easy annotation, able to capture mpeg and jpeg
- Cruise control
- Integral rear view camera
- Built-in Sonde with on/off
- Multiple wheel sets for variety of pipe composition (rubber wheels, grease wheels and aggressive carbide tipped wheels)
- Pressurization sensor
- Roll sensor
- Infinite upgrade ability and expandability (readily accepts DigiSewer, Laser Profiler and SAT Lateral Launch)
- Auto populates WinCan v8 database software
- Wireless Remote Launch (facilitates launch at trailer or up to 160' away)

One (1) Stock Envirosight Rover X System includes: VC500 pendant controller with desk-mount and US –Connector PC-VC, RCX90 camera, RX130 crawler with backeye camera, inclination, sonde, clutch, RAX300 cable reel with wireless remote and 300M of orange Gore cable. Additional accessories include emergency stop cable for reel, mounting frame for reel, pressurization kit. Quick-change wheels system (including 6 hubs, 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels and 2 climber wheels).

\$ 72,395.83

One (1) Stock Envirosight Trailer Build-Out: 14ft. Aluminum Trailer, LED strobes on corner, corner mount spotlights, complete office/work area buildout, toolbox, large tool storage, manhole roller, shovel, manhole pick, washdown system, Honda Generator

\$ 40,499.10

Total Stock Equipment Price:

\$ 112,894.93

Less Demo Discount:

-\$ 3,000.00

XL Rubber Quick Change Wheels (Qty. 4):

\$ 2,187.52

Small Grease Wheels (Qty.4)

\$ 1,062.52

Medium Grease Wheels (Qty. 4)

\$ 1,354.16

Large Grease Wheels

\$ 1,541.68

RX Storm Water Carriage for Large Pipe (Includes Wheels)

\$ 10,400.00

RX Aux Light W/Rear Camera

\$ 3,675.00

RX Camera Elevator Kit

\$ 13,020.83

Quickview airHD Pole Cam:

\$ 15,550.00

Samsung Wireless Galaxy Tablet w/case:

\$ 776.80

Laser Distance Finder:

\$ 1,666.67

Non-Sourcewell Items:

Large Pneumatic Wheels to Match Crawler (Qty. 4)

\$ 1,480.00

XL Set of Pneumatic Wheels (Qty. 8)

\$ 3,200.00

Total Envirosight Equipment Price:

\$ 165,810.11

Less Sourcewell Discount:

-\$ 7,927.21

3-User Sonetics System:

\$ 6,485.00

Includes Three (3) APX377 Wireless Headsets – Behind Head

5-User DECT7 ComHub

3-User Charging Case with Locking Plug 12V, 5.0A

Training/Delivery:

\$ 1,200.00

Freight:

\$ 800.00

Total Price Delivered to City of Belton:

\$ 166,367.90

Terms:

Lifetime Operator and Technician Training Included

Sourcewell Discount based on purchase of entire Envirosight equipment package listed above.

Recalculation of discount will be needed if anything is deleted or added.

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers. * Subject to availability.

Customer Name _____

By _____ Date _____

Joshua Kingsley
Joshua Kingsley
Territory Manager
Key Equipment & Supply Co.

Thank you for your consideration of Key Equipment & Supply Co. and Envirosight. If you have any questions, or would like additional information, please don't hesitate to contact me at (913) 915-7801 or jkingsley@keyequipment.com. It is a pleasure assisting you with your equipment needs.



*Sample Photos



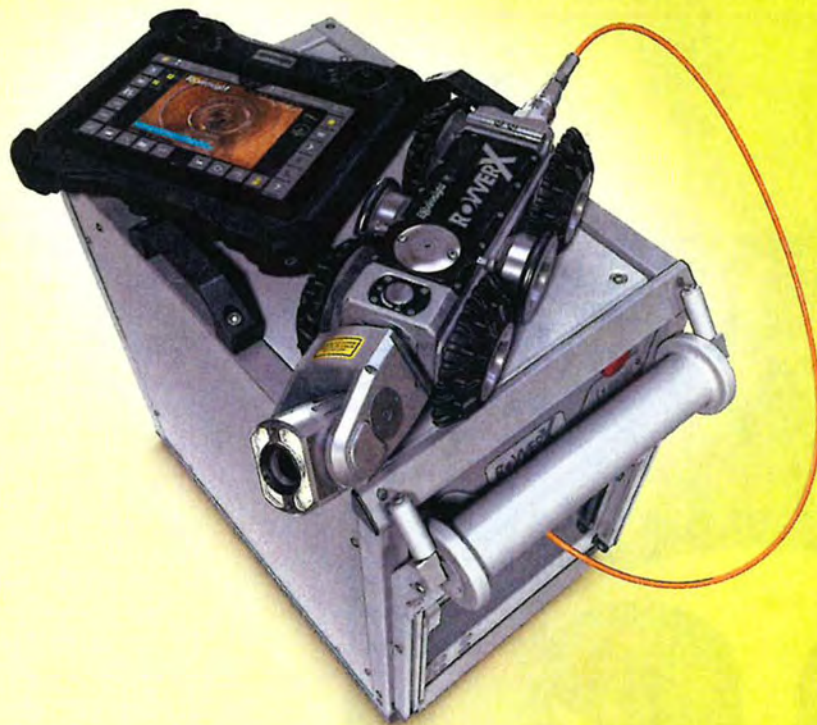
Envirosight



ROVER XX

The Power of One

Safe, Easy and Advanced Sewer Inspection Crawler



ROVER X

The Power of One

ROVER X is the one system that lets you do everything—control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software. All this capability is packed into a simple three-piece layout, with no CCU or other components to clutter your truck.

ROVER X is built on a powerful digital backbone. Not only can you add side-scanning, laser profiling and lateral launch, you can view status from onboard sensors, automate tasks with macros, and measure defects on-screen. And future capabilities are limitless—ROVER X's firmware updates automatically to the latest features and accessory support.

Technology aside, ROVER X is built for the rigors of sewer work. Twelve wheel options—plus camera lift, carriage and lamp accessories—mean ROVER X transforms in seconds to inspect any line. Its steerable six-wheel drive navigates past obstacles, and overlapping wheels climb offsets better than tracks.

ROVERX

Responsive Controls

Designed for maximum productivity, the RoverX remote control features a responsive touch screen interface that allows operators to control the rover with precision and ease. The touch screen is protected by a clear, durable lens that resists scratches and damage.



Recording

The RoverX remote control features a built-in recording function that allows operators to capture and store video footage of their work. The recorded footage can be viewed on the touch screen or transferred to a computer for further analysis.

Reporting

The RoverX remote control features a built-in reporting function that allows operators to generate and print reports of their work. The reports can be customized to include specific data points and can be used for record-keeping and compliance purposes.



Envirosight

Visibility

The RoverX remote control features a high-resolution camera that provides a clear, wide-angle view of the work area. The camera is mounted on a gimbal that allows operators to pan and tilt the view as needed. The camera feed is displayed on the touch screen, allowing operators to see exactly what the rover is seeing.

Adaptability

The RoverX remote control is designed to be used in a variety of environments and conditions. It is rugged and durable, with a long battery life and a wide operating temperature range. The remote control is also compatible with a variety of different rover models, making it a versatile tool for many different applications.

Range

The RoverX remote control features a long-range radio link that allows operators to control the rover from up to 1000 feet away. The radio link is secure and reliable, ensuring that operators can maintain control of the rover even in the most challenging environments.

Registration

The RoverX remote control features a built-in registration function that allows operators to mark and track specific locations on the work area. The registered locations can be used to create a map of the work area, which can be used for navigation and record-keeping purposes.

Flight Schedules

The RoverX remote control features a built-in flight schedule function that allows operators to create and execute pre-programmed flight paths. The flight schedules can be used to automate repetitive tasks and to ensure that the rover follows a specific path and performs specific actions at specific locations.

Emergency Stop

The RoverX remote control features a built-in emergency stop function that allows operators to quickly and safely stop the rover in the event of an emergency. The emergency stop function is a critical safety feature that is essential for protecting operators and equipment.



Complete Capability

The RoverX remote control is a complete solution for a wide range of applications. It provides operators with the tools and information they need to control the rover effectively and safely. The remote control is easy to use and is designed to be used in a variety of environments and conditions.



Power On Machines

The RoverX remote control is designed to be used in a variety of environments and conditions. It is rugged and durable, with a long battery life and a wide operating temperature range. The remote control is also compatible with a variety of different rover models, making it a versatile tool for many different applications.



Many Ways to Inspect

The RoverX remote control is designed to be used in a variety of environments and conditions. It is rugged and durable, with a long battery life and a wide operating temperature range. The remote control is also compatible with a variety of different rover models, making it a versatile tool for many different applications.

The RoverX remote control is a complete solution for a wide range of applications. It provides operators with the tools and information they need to control the rover effectively and safely. The remote control is easy to use and is designed to be used in a variety of environments and conditions.



Onboard Intelligence

ROVER X uses CAN-bus, the same technology found in modern automobiles. This gives it capabilities not available anywhere else:

Automatic Updates: When connected to the Internet, the pendant updates its firmware automatically, ensuring the latest features.

Concurrent Control: Digital communications let you control any number of camera, crawler and accessory functions at once.

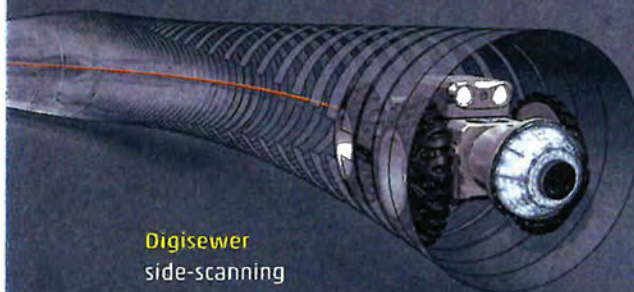


Agility & Uptime: With only six conductors, lightweight ROVER X cable is easy to pull long distances, and also easy to reterminate. Kevlar gives it a 1000-lb. break strength, and a tough jacket maximizes abrasion resistance.

Future-Readiness: ROVER X evolves with technology, which means its capabilities can grow with your needs.

Information: Access system status, from real-time sensor data to lifetime service and operating history.

Self-Diagnostics: Connect to a PC with ROVER X Studio, and our technicians can log in to read error codes and run diagnostics.



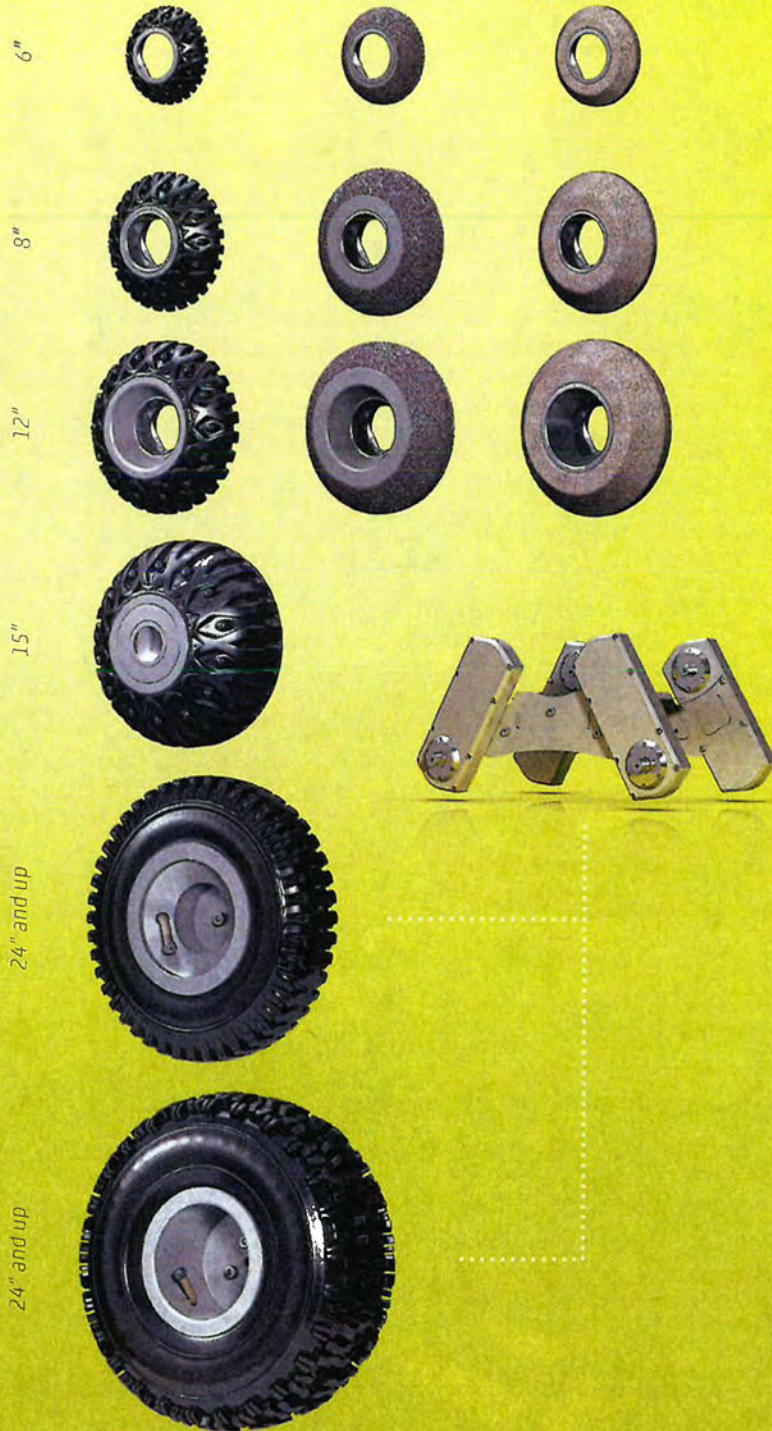
Digisewer
side-scanning



SAT
lateral launch

Quick-Change Wheels

Swapping in seconds with no tools, ROVVER X quick-change wheels address any combination of pipeline diameter, material and condition.



system

ratings CE, NRTL
power 120-240 Vac, 60 Hz
viewing capability pipelines 4-96" dia.

camera (RCX90)

imager color 1/4" CCD
resolution 720 × 576 pixels
zoom lens 120× (10× optical, 12× digital)
pressure rating 1 bar
features auto shutter; auto/manual focus
illumination dimmable 40-LED array
articulation 145 deg tilt; infinite pan
measurement twin laser diodes
sensing temperature, pressure, pan/tilt
size 6.6" × 3.1" × 2.8" (168 × 81 × 72 mm)
weight 3.3 lb (1.5 kg)
materials aluminum, stainless steel

crawler (RX130)

wheels 6
turn radius down to 0.0"
camera color rear-view with tri-LED lamp
sensors pitch, roll, temperature, pressure
pressure rating 1 bar
size 12.2" × 4.4" × 3.2" (310 × 111 × 90 mm)
weight 13.2 lb (6 kg)
materials aluminum, stainless steel
sonde transmitter 33 kHz / 512 Hz

control pendant (VCS500)

controls joysticks, touchscreen, power, stop
touchscreen 10.1" color TFT, 1280×800 pixels,
1280 cd/m², 150-deg view angle
video capture MPEG-4 AVC (H 256)
image capture JPEG or PNG
internal storage 32 GB
connectivity LAN (RJ45), USB, Wi-Fi, HDMI, BNC
size 11" × 10.5" × 2.8" (280 × 267 × 71 mm)
weight 4 lb (1.81 kg)
housing plastic (ABS, PC), IP55-rated
operating temp 32 to 140°F
storage temp -22 to 158°F

aux. lamp (optional)

lamps four (4) tri-LED lamps
dimensions 4.6"×5.2"×5.2" (117×132×132 mm)
materials aluminum, stainless steel



cable reel (RAX300)

cable length 1000' (300 m)
cable diameter 1/4" (6.5 mm)
cable weight 0.03 lb/ft
cable strength 1000 lb
cable conductors 6
controls (local) power, emergency stop
controls (via pendant) auto/manual, speed,
forward/reverse, pull strength
sensors tension, tilt
size 24.2"×12.4"×19.3" (620×315×490 mm)
weight 68.3 lb (31 kg)
connections pendant, service, video in/out

camera lift (optional)

lift range 3.1-10.2" (132-312 mm)
materials aluminum, stainless steel

carriage (optional)

wheelbase (w/l) 14.5"/12.2" (368/310 mm)
weight 34.2 lb (15.5 kg)
materials aluminum, stainless steel

aux. lamp/rear camera (optional)

forward illumination twin tri-LED lamps
camera color rear-view with tri-LED lamp
sonde transmitter 33 kHz / 512 Hz
materials aluminum, stainless steel

basic system

- RX130 crawler body
- RCX90 camera head
- RAX300 reel with 1000' cable
- VCS500 control pendant
- WinCan VX software (basic)
- single-channel digital wireless remote control
- small rubber wheels (6)
- medium rubber wheels (4)
- medium grease wheels (4)
- climber wheels (2)
- large rubber wheels (4)
- crawler body transport case
- camera head transport case
- tools (wrenches, pressure kit)

options/accessories

- laser profiler
- Digisewer side-scan camera
- lateral launch crawler/reel
- remote camera lift
- large-pipe carriage
- large- and small-dia. crawlers
- aux. lamp/rear-view camera
- desktop mount for pendant
- USB media for pendant
- wheel sets (see chart on flap)
- cable management accessories
- lowering devices
- WinCan VX software (advanced)
- other accessories



www.envirosight.com

(866) 936-8476

111 Canfield Ave., Unit B3
Randolph, NJ 07869

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across North and South America.

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extensive network of
service partners.



We've analyzed the preferences of our inspection vehicle customers to identify the most popular configurations. We offer these as our Preferred Build-Outs.

We can also build inspection vehicles of any chassis and size, with production facilities on each coast for responsive delivery. We stock select chassis and boxes, and can retrofit new systems into existing trucks.

SECTION VII

E

R2019-73

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

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

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

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

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

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

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

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

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

Section 1. Gary Lathrop is appointed as the Belton Appointed Director of the District; and

Section 2. Jim Graham is appointed as the Graham/Belton Nominated Advisory Director of the District.

Section 3. This resolution shall take effect and be in full force from and after its passage and approval.

Section 4. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this ____ day of August 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of August, 2019, and adopted at a regular meeting of the City Council held the ____ day of August, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION VII

F

R2019-74

A RESOLUTION APPROVING THE DONATION OF AN AUTOPULSE CPR MACHINE TO THE WESTERN CASS FIRE PROTECTION DISTRICT.

WHEREAS, the Belton Fire Department has replaced and ceased using the Autopulse CPR machine; and

WHEREAS, the Autopulse was purchased with local grant funds from Fire House Subs and with no City revenues; and

WHEREAS, the machine can be used by the Western Cass Fire Protection District which will benefit the customers of Belton Fire Department during ambulance responses; and

WHEREAS, Belton Fire Department has an ongoing mutual aid agreement with Western Cass Fire Protection District and feel that this donation will be mutually beneficial to both departments; and

WHEREAS, the Belton Fire Department agrees to donate the machine at no cost and will assume no further responsibility for care, maintenance, or training for the device.

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

Section 1. That the Belton Fire Chief is hereby authorized to donate the Autopulse CPR machine to the Western Cass Fire Protection District with

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

Duly read and passed this ____ day of ____, 2019

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held on the ____ day ____, 2019, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION VII

G

R2019-75

A RESOLUTION APPROVING A LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON IRADVC5535 COPIER AND A CANON MF525dw PRINTER FOR FIRE STATION TWO; AND A MF525dw PRINTER FOR FIRE STATION ONE.

WHEREAS, the current copier for Station Two has over 649,000 impressions and is experiencing more out of service times; and

WHEREAS, Canon has agreed to assume the financial cost of the unpaid portion of the lease on our two current printers at Station One and Station Two;

WHEREAS, Code Section 2-927 of the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

WHEREAS, Canon Solutions America, Inc. has entered into a competitively bid pricing contract with the National Intergovernmental Purchasing Alliance (NIPA) and as a local government office the City is an eligible participant; and

WHEREAS, Canon Solutions America, Inc. has submitted a proposal through the competitive bid pricing for lease of a Canon 5535 copier, AND Canon 525 printer for the Fire Department that meets high service demands and provides for complete maintenance services.

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

Section 1. That the City Council hereby authorizes and approves the Unified Lease Agreement, herein attached and incorporated to this resolution, with Canon Solutions America, Inc. for a Canon 5535 copier and two Canon 525 printers for the Fire Department.

Section 2. That the City Manager is hereby authorized to sign the 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 ____ day of _____, 2019:

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2019, and adopted at a regular meeting of the City Council held on the ____ day _____, 2019, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

UNIFIED LEASE AGREEMENT
#ULF S0990907.02

Salesperson: Kirk Allan Aadland Order Date: 7/30/2019

Customer ("You"): Customer Account: 1865712		Organization Information	
Company Legal Name: BELTON CITY OF		Federal Tax Identification Number (TIN):	
Doing Business As:		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Non-Profit Corporation <input checked="" type="checkbox"/> State or Local Government <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
Billing Address: 520 MAIN ST		Chief Executive Office and address for notices:	
City: BELTON	County: CASS	Address:	
State: MO	Zip: 64012-2514	Phone: 816.331.7969	City: _____ State: _____ Zip: _____
Contact: John Sapp	Fax:	E-Mail: jsapp@beltonfire.org	

Lease Information		Payment *		Amount Due at Signing	
Lease Term 48 Months	# of Payments 48	\$ 419.31 (* Plus applicable taxes)		# of Payments in Advance: 0	TOTAL DUE AT SIGNING * \$ 0.00
Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		End of Lease Term Purchase Option * <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		Check must accompany agreement <input type="checkbox"/> Tax Exempt (Attach certificate)	

Equipment Description: See Schedule A

Equipment Maintenance	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment	<input type="checkbox"/> Included, except for Equipment excluded on Schedule A	<input type="checkbox"/> Declined	<input type="checkbox"/> Under separate agreement
Excess Per Image Charge Billing Cycle <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		Coverage Plan <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate <small>If adding to existing fleet, applicable contract # _____</small>		
Consumables inclusive <input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____		Toner Fulfillment Method Customer order unless noted for Equipment on Schedule A**		PO Required <input type="checkbox"/> Yes PO# _____ <input checked="" type="checkbox"/> No
				Charges See Schedule A

Personal Guaranty

The undersigned (whether one or more are specified "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) collectively, "Liabilities". If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, or settlements and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM, GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____
 CSA Authorized Signature: Jonathan Fluinders Date: 8/1/19
 Printed Name: JONATHAN FLUINDERS Title: DOCUMENTATION

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"), and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is a Canon Financial Services, Inc. (together with any future successors and assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments" and all other Payments are the "Fixed Payments"). If you have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including Usage Payments, shall be quarterly and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Long Sheet images over 38.4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax, expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title, purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or of up to \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day accrual of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M., Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's

routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems, (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1 and applicable to the device). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office toner coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images included shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use network features of the Equipment including imageWARE to receive software updates, activate features/licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with, its Terms of Use. CSA may charge your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumables Inclusive Maintenance defined on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident, use of Equipment with non-compatible hardware or software components, electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Dec brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the

replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been cancelled or terminated.

4. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit; option which requires information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. **LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION**
5.1 **Limited Warranty.** Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 **Disclaimer of Warranties.** LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 **Limitation of Liability.** NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 **Indemnification.** You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items before and after the Lease Term ends.

6. **ADDITIONAL LEASE REQUIREMENTS.**

6.1 **Warranty of Business Purpose; Maintenance.** You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 **Risk of loss; Insurance.** Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense: (a) properly insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. **DEFAULT; REMEDIES.** You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or

any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found); and (A) retain the Listed Items and all Payments and other sums paid, (B) release the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale, or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may claim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. **SECURITY; WAIVER.** You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are set forth on page 1. If you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. **GENERAL**
9.1 **Choice of Law and Forum.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM, ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 **Entire Agreement; Electronic Acceptance.** This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location, and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement of any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 **Joint and Several Liability; Assignment.** If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement, if a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 **Notice.** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:	Address for notices to Canon Financial Services, Inc.:
300 Commerce Square Blvd.	158 Garther Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Customer Service Department
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax: (800) 220-4002	Fax: (856) 813 5122
Email: customercare@csa.canon.com	Email: customer@csf.canon.com

9.5 **USA PATRIOT Act; Credit Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things, (a) your "federal tax identification number" and (b) your date of birth. If you are a sole proprietor, Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

#ULF S0990907.02

Page 2 of 3

Customer Name: BELTON CITY OF

Ship To Information

Delivery Address: 16300 N Muller Road Main Office		Connectivity Contact: Andrew Collins	
City: BELTON	County: CASS	I/T Phone #: 816.331.7969	E-Mail: acollins@belton.org
State: MO	Zip: 64012-2514	Phone #: 816.331.7969	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: John Sapp	Fax #:	Earliest Delivery Date: 7/30/2019	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail: jsapp@beltonfire.org		# of Steps: 0	Hours of Operation: 9-5
Special Instructions:			

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.
3276C002	IRADVC5535IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance <input checked="" type="checkbox"/> Corporate Advantage <input type="checkbox"/> Equipment under separate MPS agreement Covered Images Included Start Meter Excess per Image Charge B & W Color B & W Color B & W Color 3,700 3,000 0.00590 0.04200 <input checked="" type="checkbox"/> Auto Toner Fulfillment ** (Requires imageWare Remote) Alternate Meter Read Method: _____
0609C002	CASSETTE FEEDING UNIT-AM1	1		
0615C002	INNER FINISHER-H1	1		
0618C002	INNER 2/3 HOLE PUNCHER-B1	1		
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		
3537V001	INSTALL PAK C5535I & C5540I	1		
IntSupplies	Pre-Installed Supplies Installed in Machine	1		
				<input type="checkbox"/> Equipment excluded from Maintenance <input type="checkbox"/> Corporate Advantage <input type="checkbox"/> Equipment under separate MPS agreement Covered Images Included Start Meter Excess per Image Charge B & W Color B & W Color B & W Color <input type="checkbox"/> Auto Toner Fulfillment ** (Requires imageWare Remote) Alternate Meter Read Method: _____

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CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 813-2228

UNIFIED LEASE AGREEMENT ADDENDUM

National IPA

Customer: Belton, City of		Related to Unified Lease Agreement – ULA#: S0990907 / CFS App #1598307	
Street Address: 520 Main St.	City: Belton	State: MO	Zip: 64012
Equipment Description: (2)-iRADV525IFV3; (1)-iRADVC5535IV3		Term: 48 Months	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a. This transaction shall be governed in all respects by the Ts&Cs of contract #FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.
 - b. For purposes of clarity, all images 11x17 or larger shall be counted as two images for the purposes of meter readings.
 - c. **Personal Guaranty:** The Personal Guaranty section is deleted in its entirety.
 - d. **Paragraph 4:** Paragraph 4 is amended by striking the penultimate sentence and replacing it with "Subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, the City shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data."
 - e. **Paragraph 5.4:** Paragraph 5.4 is amended by striking the entire paragraph and replacing it with "To the extent permitted by Missouri law, the City shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends, unless such claim arises due to Lessor's gross negligence or willful misconduct.

Further, CSA will reimburse and defend the City as to third party claims for tangible property losses or bodily injury (including death) caused by CSA's negligence or willful misconduct ("Claims") up to the point of the City's contributory negligence. As a condition thereof, the City shall give CSA prompt written notice of the Claim, allow CSA sole control over the defense and settlement thereof, and assist CSA therewith, at CSA's expense, as CSA may reasonably require."
 - f. **Paragraph 7:** Paragraph 7 is amended by deleting each instance of "or any Guarantor".
 - g. **Paragraph 9.1:** Paragraph 9.1 is amended by (i) deleting "NEW JERSEY" and replacing with "MISSOURI" in the first sentence; and (ii) deleting "CAMDEN OR BURLINGTON COUNTY, NEW JERSEY" and replacing with "CASS COUNTY, MISSOURI" in the second sentence.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By: *Jonathan Flowers*
Name: JONATHAN FLOWERS
Title: DOCUMENTATION SUPERVISOR
Date: 8/1/19

Belton, City of

By: _____
Name: _____
Title: _____
Date: _____





CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0990907.02 (the "AGREEMENT")

Customer ("You"):
Customer Account: 1865712
Company: BELTON CITY OF
Address: 520 MAIN ST
City: BELTON County: CASS
State: MO Zip: 64012-2514 Phone #: 816.331.7969
Email: jsapp@beltonfire.org

Buy-out Reimbursement
\$ 1,929.73 to be paid under the circumstances described in
Section 1 below.
Payable to: [X] You [] Canon Financial Services, Inc.
Reason for check issuance:

Lease Upgrade or Buy-out Acknowledgement
If this transaction includes a lease upgrade or buy-out to be paid upon delivery and
acceptance of the Equipment listed on the Agreement, select one of the following:
[] Not Applicable
[] You will return the equipment to the leasing company according to the terms and
conditions of your lease agreement.
[] CSA will return the equipment to the leasing company per Section 2 below.
[] You will retain the equipment.
If so, will the equipment remain under a CSA Maintenance Agreement?
Yes [] If yes, under an Existing Contract [] or New Contract [] No []
[X] CSA will pick up the equipment for Trade In.
List the leasing company and lease number associated with any lease upgrade or buy-out.

Return Authorization
Please select one:
[X] Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease
payments or purchase price as specified in the Agreement.
Equipment Condition: [X] Good Working Condition [] As is condition
[] Return Equipment to selected Leasing Company
[] Canon Financial Services
[] Return Equipment to CSA. Original Order Date:
Pick-Up Information:
[X] Same Date as Delivery of Listed Items specified on the Agreement.
[] Other Specified Date: / /
(contact no longer than 30 days after delivery of Listed Items under Agreement)
Contact Name: Phone:
E-Mail:
Special Removal Instructions:

Table with 9 columns: Return Code, Item Code, Description, Serial #, Meter Reading, Equipment location, if different than above, Contact Name & Phone, Email, Alt. Pick Up Date. Contains 3 rows of equipment data.

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:
1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.
2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests. (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company. You acknowledge that additional charges for supplies, media, excess usage, etc., will be invoiced to you, and you shall be responsible for all invoices due and owing up to and including the date such Trade-In equipment or Return Equipment is received by CSA.
3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF, EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature

Printed Name Title 62 Date

SECTION VII

H

R2019-76

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY REPAIR OF A SINKHOLE LOCATED AT 2911 EAST 171ST STREET AND RATIFYING TASK AGREEMENT NO. 2019-2 IN THE AMOUNT OF \$43,743.85.

WHEREAS, on July 22, 2019, a sinkhole was discovered in a grassy area on the east side of the property at 2911 E. 171st Street (sinkhole location on Chula Vista). Public Works Transportation staff inspected the area and determined that the sinkhole was due to a collapsed 42-inch corrugated metal pipe (CMP) that is a part of the City's stormwater conveyance system. The Staff immediately placed barricades around the sinkhole area for public safety concerns; and

WHEREAS, the City Manager, in conference with the Director of Public Works and Transportation Superintendent, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue; and

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction, LLC was contacted for emergency repair services. Breit Construction, LLC removed 136' of the damaged 42-inch CMP and replaced it with a 42-inch high density polyethylene pipe (HDPE). The scope of work also included replacement of two driveway culvert pipes, installation of an erosion control blanket and rip rap, and restoration of sod at a total cost of \$ 43,743.85; and

WHEREAS, the City Council believes that Task Agreement 2019-2 with Breit Construction, LLC accurately reflects the work performed to repair sinkhole located at 2911 East 171st Street on an emergency basis in the amount of \$43,743.85.

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

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

SECTION 2. That Task Agreement No. 2019-2, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$43,743.85 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 ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

On July 22, 2019, a sinkhole was discovered in a grassy area on the east side of the property at 2911 E. 171st Street (sinkhole location on Chula Vista). Public Works Transportation staff inspected the area and determined that the sinkhole was due to a collapsed 42-inch corrugated metal pipe (CMP) that is a part of the City's stormwater conveyance system. Staff immediately placed barricades around the sinkhole area for public safety concerns.

The City Manager, in conference with the Director of Public Works and Transportation Superintendent, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue.

Using the On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction, LLC was contacted for emergency repair services.

Breit Construction, LLC removed 136' of the collapsed 42-inch CMP and replaced it with a 42-inch high density polyethylene pipe (HDPE). The scope of work also included replacement of two driveway culvert pipes, installation of an erosion control blanket and rip rap, and restoration of sod at a total cost of \$ 43,743.85.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	43,743.85
Amount Budgeted:	\$	n/a
Funding Source:	225-0000-400-2027	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of a sinkhole at 2911 E. 171st Street and ratifying Task Agreement No. 2019-2 in the amount of \$ 43,743.85.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement No. 2019-2 and Scope of Work



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: R2019-32 4/9/19

Ordinance or Resolution:	Task Agreement No: 2019-2	Funding Amount: \$ 43,743.85 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
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Project Title: 2911 E. 171st Street - Storm Water Repair

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Monte Johnson – Transportation Superintendent
---	--

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.): Quote
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PROJECT Scope (can be in the form of an attachment):
 Quote for emergency repair of storm water pipe failure.

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager:	Company Principal (if different): <i>Andrew Breit - General Manager</i>
Signature: <i>Celia Duran</i>	Signature: _____	Signature: _____	Signature: <i>Andrew C. Breit</i>
Date: <i>8/19/19</i>	Date: _____	Date: _____	Date: <i>8/8/2019</i>

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Water, Wastewater and Storm Water Services Agreement. Approved 4/9/201, R2019-32.

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

Scope of work for 2911 E. 171st Street

A Traffic Control plan will be required if your plan is to close the roadway to install the new 42"HDPE pipe.

From Area Inlet No. 501 (5' W x 8'L) to the southern property line of 2911 E. 171st Street, remove existing 42"CMP and install approximately 136' of 42" HDPE pipe using the existing storm water pipe alignment.

Replace both driveway approach culvert pipes using RCP with concrete flared end sections.

Regrade the entire length of the open ditch on this property, install weed control blanket and place 6"-9" Gabion type rock the entire length of the open ditch line.

Repair mailbox if needed or if it has been temporarily removed or damaged during construction. Mailbox must always be operational for homeowner use, place a temporary mailbox if needed.

Ensure all materials are removed and disposed of from the project site daily. Contractor can deliver all old pipe, spoil piles and concrete debris to the Transportation Division facility at 1201 Street Barn Lane open from 7:00am to 3:30pm, Monday through Friday. Contact Monte Johnson at (816) 564-9307 for drop-off locations within our facility.

Ensure the City of Belton, Design and Construction Manual is followed throughout your scope of work for this project regarding Area Inlets, Trench Backfill & Embedment Under Non-Paved Areas, Concrete Collar, Residential Driveway Approach and all other details that may apply to this project.

SECTION VII

I

R2019-77

A RESOLUTION APPROVING TASK AGREEMENT 2019-6 WITH TREKK DESIGN GROUP, LLC TO PERFORM DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE HIGHT AVENUE AND BRYAN WAY STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$214,893.93.

WHEREAS, the City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City including 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. The Hight Avenue and Bryan Way Stormwater Improvements Project is a Priority 1 project due to residential and street flooding throughout this area. The conceptual improvement for this area includes upsizing the existing stormwater pipe system from the Somerset Park Lake outlet to east of McKinley Street as well as street preservation including asphalt mill and overlay and base repair; and

WHEREAS, under TREKK Design Group, LLC's (TREKK) On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4190), TREKK was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. These services include survey, public meetings, preliminary and final design, utility coordination, bid phase, and construction phase services. This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2nd, 2019 election. Design work will begin following receipt of bond proceeds on October 8, 2019; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-6 with TREKK to perform design and construction services for the Hight Avenue and Bryan Way Stormwater Project.

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

- Section 1.** That this resolution approving Task Agreement 2019-6, herein attached and incorporated as **Exhibit A**, to perform the design and construction services for the Hight Avenue and Bryan Way Stormwater Project in the amount of \$214,893.93 is hereby approved for purposes described above.
- Section 2.** The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.
- Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Public Works/Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

The City of Belton’s Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc.

The Hight Avenue and Bryan Way Stormwater Improvements Project is a Priority 1 project due to residential and street flooding throughout this area. The conceptual improvement for this area includes upsizing the existing stormwater pipe system from the Somerset Park Lake outlet to east of McKinley Street as well as street preservation including asphalt mill and overlay and base repair.

Under TREKK Design Group, LLC’s (TREKK) On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4190), TREKK was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. These services include survey, public meetings, preliminary and final design, utility coordination, bid phase, and construction phase services.

This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds on October 8, 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	TREKK Design Group, LLC
Amount of Request/Contract:	\$ 214,893.93
Amount Budgeted:	\$ 220,000.00
Funding Source:	Stormwater General Obligation Bonds
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2019-6 with TREKK Design Group, LLC to perform design and construction phase services for the Hight Avenue and Bryan Way Stormwater Improvements Project in the amount of \$214,893.93.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- TREKK Design Group Task Agreement 2019-6 and Scope of Work
- Map of Stormwater Improvements Area



City of Belton – Public Works Task Agreement

Contract: OC-1 Stormwater Improvement Project

Ordinance or Resolution:	Task Agreement No: 2019-6	Funding Amount: \$214,893.93 Purchase Order No :n/a
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Project Title: OC-1 Stormwater Improvement Project

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

Project Management Manual reviewed: Yes	Attachments: TREKK Contract
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PROJECT Scope (can be in the form of an attachment):

I have attached our professional services contract proposal for survey and design services for OC-1 Stormwater Improvement Project. .

Staff Signatures		Partner Signatures	
Acting Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager Justin Likes	Company Principal (if different): Kimberly Robinett
Signature:	Signature:	Signature:	Signature:
Date: 8/20/19	Date:	Date: 8-16-19	Date: 8/16/19

Project Type: Design <input checked="" type="checkbox"/> Construction _____ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____
Project Discipline(s): Transportation <input checked="" type="checkbox"/> Planning _____ Water _____ Wastewater _____ Stormwater <input checked="" type="checkbox"/>

Report(s) Received:
Work on File:

Attach scope of work, budget, and other supporting material



DESIGN GROUP, LLC

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

Letter of Transmittal

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

RE: TREKK Contract – OC-1 Stormwater Improvement Project

To:	City of Belton, MO	Date:	August 16, 2019
Attn:	Ms. Celia Duran	TREKK Job No.:	19-165
Address:	520 Main Street	Job Name:	OC-1 Stormwater Improvement Project
City, State, Zip:	Belton, MO 64012		

We are sending you the following items:

Copies	Description
1	PDF Contracts

REMARKS:

Ms. Duran,

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

Thank you for the opportunity,

Copy To: File



Justin Likes
Associate Partner



City of Belton – Public Works Task Agreement

Contract: OC-1 Stormwater Improvement Project

Ordinance or Resolution:	Task Agreement No: 2019-6	Funding Amount: \$214,893.93 Purchase Order No :n/a
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Project Title: OC-1 Stormwater Improvement Project

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

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

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

I have attached our professional services contract proposal for survey and design services for OC-1 Stormwater Improvement Project.

Staff Signatures		Partner Signatures	
Acting Director of Public Works: Cella Duran	City Manager: Alexa Barton	Project Manager Justin Likes	Company Principal (if different): Kimberly Robinett
Signature: _____	Signature: _____	Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Date: _____	Date: _____	Date: <u>8-16-19</u>	Date: <u>8/16/19</u>

Project Type: Design <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Property Acquisition <input type="checkbox"/> Conceptual/Problem Solving <input type="checkbox"/> Surveying <input type="checkbox"/>
Project Discipline(s): Transportation <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Water <input type="checkbox"/> Wastewater <input type="checkbox"/> Stormwater <input checked="" type="checkbox"/>

Report(s) Received:
Work on File:

Attach scope of work, budget, and other supporting material



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

Letter of Transmittal

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

RE: TREKK Contract – OC-1 Stormwater Improvement Project

To: City of Belton, MO Date: August 16, 2019

Attn: Ms. Celia Duran TREKK Job No.: 19-165

Address: 520 Main Street Job Name: OC-1 Stormwater Improvement Project

City, State, Zip: Belton, MO 64012

We are sending you the following items:

Copies	Description
1	PDF Contracts

REMARKS:

Ms. Duran,

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

Thank you for the opportunity,

Copy To: File



Justin Likes
Associate Partner



DESIGN GROUP, LLC

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

August 16, 2019

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

RE: OC-1 Stormwater Improvement Project

Dear Ms. Duran,

I have attached our professional services contract proposal for Engineering consulting. This task agreement is for OC-1 Stormwater Improvement Project that includes survey, preliminary and final design for stormwater project defined as OC-1 in the stormwater master plan.

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

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

Sincerely,

Justin Likes
Project Manager
TREKK Design Group, LLC

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

Scope of Services provided by Consultant

Article 1 Scope of Services

TASK SERIES 100 – PROJECT ADMINISTRATION

100. Project Administration

TREKK will provide the management functions required to successfully complete the preliminary and final design work, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. TREKK shall prepare and distribute minutes of plan review meetings with the City with action items.

101. Monthly Project Status Reports

TREKK shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required by the City for an efficient and effective delivery of TREKK's services, potential project scope variances with corrective actions suggested by TREKK, a general assessment of TREKK's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each Task Series in this Scope of Services based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given Task Series.

102. Kickoff Meeting

TREKK shall hold both a kickoff meeting with the City as well as an internal kickoff meeting to discuss project goals and expectations.

TASK SERIES 200 – SURVEY

200. Topographic Survey

Conduct a topographic survey in sufficient detail to serve as the basis of final design. Existing conditions for each site will be surveyed to determine critical features within the Project area. The survey will be delivered in standard text file, electronic topographic survey files, including contours at a one (1.0) foot contour interval in CAD format.

- A. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plan Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
- B. Overflow Swale Topographic Survey - Perform a detailed topographic survey of the overflow swale identified in Exhibit A. Survey shall extend at least fifty (25) feet on either side of the proposed improvements. The topographic surveys shall include the location of existing utilities, combined sewers, sanitary sewers, waterlines, and storm water structures, power poles, and telephone poles; sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Existing manholes shall be named as shown in the City's GIS.
- C. Pond Topographic and Bathymetric Survey - Perform a detailed topographic and bathymetric survey of the existing Somerset Park pond located at the drainage structure outlet.
- D. Storm Sewer Survey – Survey the existing drainage structures and pipes for the pipe network. This includes 57 inlets, 3 manholes, 1 outlet, and 61 pipes (approximately 8,227 ft in length).
- E. Re-Establish Existing Property/Right-of-Way lines per GIS.
- F. Easements and Title Commitments – If needed, up to 24 easements will be obtained throughout the swale area, which is identified in the Exhibit A map. Up to 24 Titles will be ordered as part of this process.

TASK SERIES 300 – CONCEPTUAL DESIGN

300. Conduct Field and Record Investigations

Obtain City's GIS data for the project site, which includes but not limited to, water, sewer, contours, parcels, and impervious services. The City shall provide all available as-built information for the project site. Complaint records from residents shall be provided by the City and reviewed by the TREKK team.

301. Field Visit/Markings

TREKK will walk the project site with a City representative and identify roadway, curb, and sidewalk locations that are deficient. The City representative will confirm these deficiencies. TREKK will mark sidewalk locations that have more than a 1/4" vertical gap in-between sidewalk joints. A smart level will be used (approximately every 50-ft) to determine existing sidewalk slopes. For pavement areas that appear to need full-depth replacement will be identified as part of the spray painting process. Curb sections needing to be replaced will be identified by the same spray painting process. These deficient areas will be spray painted in the field by TREKK personnel, which will be transposed to a map by measuring off these locations manually from known benchmarks.

302. Existing Drainage Analysis

TREKK will analyze the existing drainage system upon completion of the surveyed system. This will include a hydrologic and hydraulic analysis to determine peak flow runoffs. The Somerset Park pond will be analyzed for detention purposes using data obtained from bathymetric survey and any information available from as-builts and/or drainage reports.

303. Permitting Services

Construction projects must maintain compliance with federal, state, and local regulations. TREKK shall communicate with the regulatory agencies and reach an understanding on design objectives and performance requirements. TREKK will determine what applicable permits may be needed for construction and will prepare permit applications. This effort excludes any permits the CONTRACTOR will have to acquire for construction. Permit applications will be provided to CITY, which will be responsible for submitting them to the appropriate regulatory agencies and paying any associated fees. Anticipated permits may include, but are not limited to:

- 1) Land Disturbance Permit (Greater than 1 Acre)
- 2) USACE - NWP

304. Utility Coordination

TREKK will conduct an initial Utility Coordination meeting to determine which utilities will potentially be impacted by design.

305. Evaluate Project Approach

TREKK shall review recommendations from the Stormwater Master Plan for Belton, MO that was performed by Olsson Associates. TREKK will evaluate alternative solutions to the Stormwater Master Plan concept and submit their findings to the City for feedback. The alternative evaluations will be conceptual and will not include plan sheets, drainage analysis, or drainage reports.

TASK SERIES 400 – PRELIMINARY DESIGN (60%)

400. Plan Design

- A. Preliminary plan design, including street and storm improvements. 60% plan submittal sheets will include: title sheet, general notes & layout sheet, typical sheets, survey control sheet, removal sheets, pavement replacement sheets, erosion control sheets, ramp detail sheets, drainage plan and profile sheets, and preliminary detail sheets.
- B. TREKK will analyze the proposed drainage system to ensure that it meets APWA 5600 criteria. This includes analyzing the detention for the Somerset Park pond. Only existing and proposed inlets in areas identified as "pavement evaluation" in Exhibit A will be improved as part of this contract.
- C. TREKK will perform a BMP analysis following APWA BMP manual protocol. This will include determining the Level of Service and BMP Value Ratings to determine if BMP's will be required. TREKK will inform the City if they recommend BMP's, and the City

will decide if they want to add an amendment to the contract to incorporate into the Final Design.

- D. TREKK will conduct one (1) review meeting with the City to review 60% comments. TREKK will address these comments as part of the Final Design submittal.

401. Estimate

Prepare construction estimate of probable cost for the 60% submittal.

402. QA/QC

TREKK will perform internal quality control/quality assurance on plans and estimate prior to review submittal.

403. Public Meeting

TREKK will conduct one (1) public meeting to discuss project information and concerns.

TASK SERIES 500 – FINAL DESIGN (100%)

500. Plan Design

- A. Final plan design, including street and storm improvements. 100% plan submittal sheets will include: title sheet, general notes & layout sheet, typical sheets, survey control sheet, removal sheets, pavement replacement sheets, erosion control sheets, ramp detail sheets, drainage plan and profile sheets, and finals detail sheets.
- B. TREKK will analyze the proposed drainage system to ensure that it meets APWA 5600 criteria. This includes analyzing the detention for the Somerset Park pond. Only existing and proposed inlets in areas identified as "pavement evaluation" in Exhibit A will be improved as part of this contract.
- C. A drainage report will be produced summarizing the existing and proposed conditions. This will include calculations, drainage map, and HydroCAD reports for detention analysis.
- D. TREKK will conduct one (1) review meeting with the City to review 100% comments. TREKK will address these comments prior to submitting signed and sealed documents.

501. Estimate

Prepare construction estimate of probable cost for the 100% submittal.

502. QA/QC

TREKK will perform internal quality control/quality assurance on plans and estimate prior to review submittal.

503. SWPPP

Prepare standard project permitting effort for Land Disturbance Permit and SWPPP (Stormwater Pollution Prevention Plan) for grading permits disturbing more than 1 acre.

504. Prepare Specifications

TREKK will prepare final specifications for bidding.

505. Utility Coordination

TREKK will conduct a final Utility Coordination meeting. This will only include utility companies that were responsive from the Conceptual Design Utility Coordination meeting. TREKK will not be responsible for design changes that are a result of non-responsive utility companies.

TASK SERIES 600 – PROJECT BIDDING FOR CONSTRUCTION

600. Project Bidding for Construction

- A. Advertisement utilizing Drexeltech.
- B. Attend one (1) pre-bid meeting.
- C. Respond to bidders questions as requested.
- D. Attend bid opening.
- E. Prepare bid tab, review bids, and make bid recommendation.

601. Public Meeting

TREKK will conduct one (1) public meeting to discuss project information and concerns.

TASK SERIES 700 – CONSTRUCTION ADMINISTRATION

700. Construction Administration

- A. Attend one (1) Pre-Construction meeting.
- B. TREKK will review shop drawings.
- C. Attend monthly progress meetings during construction (up to 6 at 1 per month).
- D. Respond to RFI's, SDI's, and Contractor coordination during construction.
- E. Site visits in response to Contractor questions (up to 4 site visits).

TASK SERIES 800 – PROJECT CLOSEOUT

800. Project Closeout

TREKK will provide record drawings based on contractor's red lines for the project upon construction completion. Survey of final construction is not included.

TASKS NOT INCLUDED IN SCOPE

The following items are excluded from this agreement:

- Drainage analysis downstream of the Somerset Park pond. It is assumed that the existing pond will be able to be modified to allow the proposed peak release rate to match the existing peak release rate.
- Construction Inspection.
- Construction Staking.
- Overflow improvements upstream of McKinley Street.
- Pipe or inlet improvements of the existing storm sewer system upstream of the McKinsley Street sump location, Greenwald Ct., and Narcissus Lane are not included as part of the drainage design.
- Spread analysis will not be analyzed for roads that are not identified as "Pavement Evaluation" in Exhibit A.

END OF SCOPE OF SERVICES

Article 2
Additional Services

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

- Changes in Scope of Services.
- Services beyond contract limit
- Change in contract duration

Article 3
Client Responsibilities

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

Article 4
Contract Fee and Billing

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

1. For the **OC-1 Stormwater Improvement Project** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 214,893.93) as outlined in the 2019 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

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

Article 5
Schedule

The project Schedule is as follows:

Notice to Proceed – Sept 1st, 2019.
Completed Survey – Oct 1st, 2019.
Completed Conceptual Design – Oct 15th, 2019
Completed Preliminary Design – Dec 1st, 2019
Completed Final Design – Jan 1st, 2019
Project Advertisement – March 15th, 2019.

EXHIBIT A - OVERALL PROJECT SITE



OVERALL PROJECT SITE



SECTION VII

J

R2019-78

A RESOLUTION APPROVING TASK AGREEMENT 2019-4 WITH OLSSON TO PERFORM CONCEPTUAL DESIGN DEVELOPMENT OF STORMWATER IMPROVEMENTS FOR THE HARGIS LAKE STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$39,760.00.

WHEREAS, the City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. The Hargis Lake Stormwater Improvements Project is a Priority 1 project due to residential complaints regarding stormwater and street flooding, sanitary sewer backups, and erosion. The storm sewer main line is significantly undersized throughout most of the system and a significant amount of bypass flow from upper portions of the watershed accumulates and flows through this area; and

WHEREAS, under Olsson's On-Call Engineering Professional Services (Ordinance No. 2016-4187), Olsson was requested by City Staff to submit a task agreement for conceptual design development of stormwater improvements. The first phase of this project includes survey and data collection, public involvement, and development of three concept design alternatives with opinions of cost. Based on this data, a preferred alternative will be selected, and Olsson will subsequently submit an agreement for design. The project limits are bound by Highway 58 (North Avenue) to the south, Airway Lane to the north, Westover Road to the west, and Park Drive to the east. This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds in October 2019; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-4 with Olsson to perform conceptual design development of stormwater improvements for the Hargis Lake Stormwater Improvements Project.

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

- Section 1.** That this resolution approving Task Agreement 2019-4, herein attached and incorporated as **Exhibit A**, to perform conceptual design development of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$39,760.00 is hereby approved for purposes described above.
- Section 2.** The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

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

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Engineering

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

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

The City of Belton’s Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc.

The Hargis Lake Stormwater Improvements Project is a Priority 1 project due to residential complaints regarding stormwater and street flooding, sanitary sewer backups, and erosion. The storm sewer main line is significantly undersized throughout most of the system and a significant amount of bypass flow from upper portions of the watershed accumulates and flows through this area.

Under Olsson’s On-Call Engineering Professional Services (Ordinance No. 2016-4187), Olsson was requested by City Staff to submit a task agreement for conceptual design development of stormwater improvements. The first phase of this project includes survey and data collection, public involvement, and development of three concept design alternatives with opinions of cost. Based on this data, a preferred alternative will be selected, and Olsson will subsequently submit an agreement for design. The project limits are bound by Highway 58 (North Avenue) to the south, Airway Lane to the north, Westover Road to the west, and Park Drive to the east.

This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds in October 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Olsson	
Amount of Request/Contract:	\$	39,760.00
Amount Budgeted:	\$	39,760.00
Funding Source:	Stormwater General Obligation Bonds	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2019-4 with Olsson to perform conceptual design development of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$39,760.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Olsson Task Agreement 2019-4 and Scope of Work
- Map of Stormwater Improvements Area

City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A	Task Agreement No: 2019-4	Funding Amount: \$39,760 Purchase Order No: N/A
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Project Title: **Hargis Lake**

Contractor (including sub-contractors): Olsson	Division and Staff Project Manager: Michael Christopher – Acting City Engineer
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Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B Fee Table
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PROJECT Scope: See Exhibit A, attached.

Staff Signatures		Partner Signatures	
Public Works Director: Celia Duran	City Manager: Alexa Barton	Project Manager: Brent Johnson	Company Officer (if different): Tony Stanton
Signature:	Signature: _____	Signature:	Signature:
Date: <u>8/20/19</u>	Date: _____	Date: <u>8/20/19</u>	Date: <u>8/20/19</u>

Project Type: Design ___ Construction ___ Property Acquisition ___ Conceptual/Problem Solving x Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water x Wastewater ___

Report(s) Received: N/A

Work on File: N/A

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Attach scope of work, budget, and other supporting material

EXHIBIT "A"
ENGINEERING SCOPE OF SERVICES
FOR
DESIGN DEVELOPMENT AT HARGIS LAKE

The Scope of Services for this project includes design development for the City of Belton (City) that meets the city's design requirements to reduce the risk of flooding within the Hargis Lake area (project).

Project Description:

The project limits are bound by North Avenue to the south, Airway Lane to the north, Westover Road to the west and Park Drive to the east. The area is comprised of single-family homes that have experienced flooding of streets and buildings. Sanitary sewer improvements area also planned within the project limits.

The Consultant Engineer shall complete the following tasks:

Phase 1 - Data Collection

1.1 Kick-Off Meeting - Attend a kick-off meeting with representatives of the City of Belton to introduce the project team, establish the goals of the project, design criteria and request existing information (i.e. existing studies, designs and as-constructed plans).

Information Review - Review available information as provided by the City and the County, including existing studies, record drawings, GIS data, and other available information available from the City pertinent to this project.

1.2 Utility Coordination - Contact area utility companies for the purpose of collecting available mapping for locations of existing facilities. Develop a contact listing of companies within the area. Discuss potential future upgrades and changes within the study area currently under consideration by the companies. The following utilities shall be included: Electric, Telephone, Cable Television, Gas, Water and Sewer.

1.3 Limited Survey Data Collection - A limited topographic survey will be completed. Structures low opening elevations will be collected which will include sheds, garages and homes directly adjacent to the storm sewer system being studied. Existing utilities will be marked and locations will be included for comparison with existing mapping information received from the utility companies. Top and invert elevations of the existing storm and sanitary systems will be gathered for comparison with existing record drawings as supplied by the City.

Property Information - Property ownership information will be collected and utilized for future communications concerning public meetings and survey notifications. This information will be collected from the County GIS database.

Phase 2 - Public Involvement Activities

2.1 Resident Coordination - Prepare for and attend one public meeting during the concept phase of the project. The public meeting will collect data and input from the property owners on the stormwater needs in the area. Conduct follow-up meetings (up to four) and/or phone calls with residents regarding details of observed flooding.

Phase 3 – Design Development

The project shall thoroughly evaluate three alternatives, prepare a detailed opinion of construction cost and make a recommendation to the city as to which alternative best meets the city's goals and budget for the project. Several alternatives were reviewed at a high-level during the preparation of the Stormwater Masterplan (2011). The design development will be more detailed and focus on moving towards construction plans for the city. This project shall be evaluated utilizing the City of Belton design standards, APWA Section 5600 as modified by the City. The following components will be prepared and designed with the PES.

- 3.1 Background, Existing Conditions and Flood Problem Identification Table** – Utilize information originally obtained with the Stormwater Masterplan and supplement the data with new input from property owners from the public meeting. Prepare a brief description of the project location, purpose of the study, and scope of the project. Additionally, identifying the upstream and downstream effects.

Describe the existing conditions of the study area. This shall include, but is not limited to, the watershed, major drainage ways, drainage structures and flow constrictions. A summary of flooding issues in the area as identified by the City and residents in the area, and a summary of streets that are affected by the current conditions. Additional pertinent information such as soil types, depth to bedrock, utilities, right-of-way and easement information applicable to the proposed project area will be summarized.

Utility Contacts - Provide a summary of the utility contacts and a summary of information obtained during the Data Collection phase.

- 3.2 Permits** - Summarize Federal, State and local permits required, if any, necessary for the proposed project.

- 3.3 Hydrology and Hydraulics** - Complete a detailed hydrologic and hydraulic analysis of the proposed systems. Describe the methodologies used and in the analysis and explain the basis of the selected approach.

a. Hydrology - Develop existing and proposed runoff flows for the 10% (10 year) and 1% (100 year) storm events, at a minimum for each subarea of the watershed for the study area. Provide the appropriate parameters used for the flow calculations, including runoff coefficients, curve numbers (if applicable), time of concentration, percent imperviousness, rainfall intensities and rainfall hyetographs.

b. Hydraulics - Develop proposed hydraulic grade lines for the 10% (10 year) and 1% (100 year) storm events, at each structure, enclosed pipeline and open channel.

- 3.4 Improvement Alternatives** - The design development shall include at least three improvement alternatives. The first alternative will consider acquisition of all flood-prone buildings. The remaining two alternatives will provide a level of protection similar to the first alternative. If the City believes that the infrastructure or buildings cannot be reasonably or feasibly protected without an expenditure of funds that would significantly exceed the anticipated benefit, an additional alternative can be presented that does not meet the current City-adopted standards and specifications. In this case only, the standards that cannot be met must be identified and the extent of "non-compliance" must be clearly explained and discussed. A summary of the alternatives will be provided that includes the following items for each item along with other pertinent information:

- a. **Facilities** - Describe the existing conveyance facilities included as part of the alternative.
 - b. **Road/traffic** - Describe any modifications to the existing roads and provide a description of the traffic control during construction.
 - c. **Utilities** - Identify potential utility relocations based upon discussions with the utility companies.
 - d. **Right-of-Way/Easements** - Describe required changes to existing rights-of-way and easements.
 - e. **Preliminary Drawings** - Develop drawings in adequate detail to estimate opinions of probable cost which can be used for comparison of costs.
 - f. **Opinion of Probable Costs** - Prepare an opinion of cost for the proposed improvements.
 - g. **Relationship to Other City Stormwater Facilities** - Describe how the recommended improvements will interface with the existing stormwater facilities.
- 3.5 **Evaluation of Alternatives** - List the advantages and disadvantages of each alternative evaluated.
- 3.6 **Recommended Alternative** - Describe the recommended alternative, including the types of improvements, project limits, and project benefits. Develop a work schedule for completing the design phase and estimate the duration of the construction phase.

Deliverables

Three bound copies of a written report and preliminary plans will be submitted to the City upon completion of the project. In addition, a CD containing design files used for the project and a pdf of the full report will be provided.

Completion Time

The design report and preliminary plans will be complete and submitted to the City for review three months following the Notice to Proceed.

HOURLY FEE BREAKDOWN OF PROFESSIONAL ENGINEERING SERVICES

Task No.	TASK DESCRIPTIONS	Staff Assignment:										Total Hours	Professional Hourly Fees	Reimb. Expenses	TOTALS
		Project Manager	Sr Engineer	Project Engineer	Asst. Engineer	Env Scientist	Sr Tech	Admin. Asst.	Surveyor (RLS)	Surveyor (field) 2-man	Hourly Rate:				
Phase 100 - Project Administration															
1	Kick-off meeting and Masterplan Review	4		4	4							12	\$1,680		\$1,680
2	Utility coordination				8							8	\$800		\$800
3	Limited Survey Data Collection									8	30	38	\$5,700	\$500	\$6,200
	SUBTOTAL	4	0	4	12	0	0	0	8	30	58	\$8,180	\$500	\$8,680	
Phase 200 - Public Involvement															
1	Public Meeting (prep, exhibits, attendance, recap)	4		8	4		8	8				32	\$3,540	\$1,000	\$4,540
	SUBTOTAL	4	0	8	4	0	8	8	0	0	151	\$3,540	\$1,000	\$4,540	
Phase 300 - Design Development															
1	Background			12								12	\$1,620	\$100	\$1,720
2	Permits					12						12	\$1,200		\$1,200
3	Hydrology and Hydraulics			16	24							40	\$4,560		\$4,560
4	Improvement Alternatives			20	60		40					120	\$12,700		\$12,700
5	Evaluation of Alternatives		8	8								16	\$2,320		\$2,320
6	Recommendation			8								8	\$1,080		\$1,080
	Project Management and QA/QC	16										16	\$2,960		\$2,960
	SUBTOTAL	16	8	64	84	12	40	0	0	0	224	\$26,440	\$100	\$26,540	
Total All Phases		24	8	76	100	12	48	8	8	30	184	\$ 38,160	\$ 1,600	\$ 39,760	

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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

Hargis Lake Stormwater Improvement Project



- Public Storm Inlet
- Public Storm Manhole
- Public Storm Outlet
- Public Storm Pipe
- Hargis Lake Stormwater Improvement Project

0 50 100 200 Feet

SECTION VII
K

R2019-79

A RESOLUTION APPROVING A DESIGN SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PERFORM ENGINEERING AND DESIGN SERVICES FOR THE ROUTE 58 AND POWELL ROAD MULTIMODAL TRAFFIC RELIEF PROJECT IN THE AMOUNT OF \$416,307.00

WHEREAS, 58 Highway off of Interstate 49 is the main access for the cities of Belton and Raymore. As development has occurred along this corridor, traffic volumes have increased and traffic flow is congested at peak times due in part to the number of closely spaced intersections and commercial drives. There are five existing signalized intersections between Powell Parkway and E. Outer Road with spacing from 300 feet to 600 feet and numerous access points resulting in congestion, delay, and an increased frequency of crashes. To address these issues on 58 Highway, the Public Works Department sent out a Request for Qualifications (RFQs) to engineering firms to propose solutions to address this congestion. Seven engineering firms submitted RFQs and based on review of qualifications, Public Works staff selected HDR Engineering, Inc. to submit a scope of services; and

WHEREAS, this project includes removing the traffic signal at Peculiar Drive, constructing improvements along 58 Highway between Peculiar Drive and Cunningham Industrial Parkway (eastbound deceleration lanes, shared use pathway, sidewalks, traffic signal modifications, etc.), and evaluating options to remove and replace the Peculiar Drive intersection while finding a new route for the traffic to take. The scope of work includes traffic data collection, surveys, developing an AM and PM Synchro model to analyze existing and future conditions at study intersections, concept development and analysis for up to four options, environmental compliance and permitting, public involvement, utility coordination, and preliminary and final design. This project has funding provided through a Surface Transportation Program (STP) grant for \$1,850,000, projected Belton Cass Regional TDD funding for \$500,000, and City funding up to \$991,224. A Missouri Department of Transportation (MoDOT) cost-share grant application in the amount of \$1,072,043 has also been submitted to MoDOT for consideration; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to execute the Design Services Agreement with HDR Engineering, Inc. to perform engineering and design services for the Route 58 and Powell Road Multimodal Traffic Relief Project that will provide solutions for traffic congestion issues.

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

Section 1. That the Design Services Agreement with HDR Engineering, Inc. to perform engineering and design of the Route 58 and Powell Road Multimodal Traffic Relief Project in the amount of \$416,307.00, herein attached and incorporated as **Exhibit A**, is hereby approved.

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

Duly read and passed this _____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2019, and adopted at a regular meeting of the City Council held the _____ day of _____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

58 Highway off of Interstate 49 is the main access for the cities of Belton and Raymore. As development has occurred along this corridor, traffic volumes have increased and traffic flow is congested at peak times due in part to the number of closely spaced intersections and commercial drives. There are five existing signalized intersections between Powell Parkway and E. Outer Road with spacing from 300 feet to 600 feet and numerous access points resulting in congestion, delay, and an increased frequency of crashes. To address these issues on 58 Highway, the Public Works Department sent out a Request for Qualifications (RFQs) to engineering firms to propose solutions to address this congestion. Seven engineering firms submitted RFQs and based on review of qualifications, Public Works staff selected HDR Engineering, Inc. to submit a scope of services and fee.

This project includes removing the traffic signal at Peculiar Drive, constructing improvements along 58 Highway between Peculiar Drive and Cunningham Industrial Parkway (eastbound deceleration lanes, shared use pathway, sidewalks, traffic signal modifications, etc.), and evaluating options to remove and replace the Peculiar Drive intersection while finding a new route for the traffic to take. The scope of work includes traffic data collection, surveys, developing an AM and PM Synchro model to analyze existing and future conditions at study intersections, concept development and analysis for up to four options, environmental compliance and permitting, public involvement, utility coordination, and preliminary and final design.

This project has funding provided through a Surface Transportation Program (STP) grant for \$1,850,000, projected Belton Cass Regional TDD funding for \$500,000, and City funding up to \$991,224. A Missouri Department of Transportation (MoDOT) cost-share grant application in the amount of \$1,072,043 has also been submitted to MoDOT for consideration.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	HDR Engineering, Inc.	
Amount of Request/Contract:	\$	416,307.00
Amount Budgeted:	\$	4,413,266.90
Funding Source:	Capital Projects Fund 442-5415-495-7112	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a Design Services Agreement with HDR Engineering, Inc. to perform engineering and design services for the Route 58 and Powell Road Multimodal Traffic Relief Project in the amount of \$416,307.00

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Design Services Agreement with HDR Scope and Fee

SPONSOR: City of Belton, MO
LOCATION: Route 58 and Powell Road, Belton MO
PROJECT: Route 58 and Powell Road – Multimodal Traffic Relief Project

THIS CONTRACT is between Belton, Missouri, hereinafter referred to as the "Local Agency", and HDR Engineering, Inc., hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Program (STP), coordinated through the Missouri Department of Transportation, the Local Agency intends to conduct a multi-modal traffic relief project for Route 58 and Powell Road and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

The Local Agency agrees to engage the services of the Consultant to render certain professional services, hereinafter described in Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
NA	--	--	--	--

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on December 1, 2021.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$51,173, with a ceiling established for said design services in the amount of \$416,307, which amount shall not be exceeded.
- B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- C. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at *NSC-Not Separately Calculated* of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at *NSC-Not Separately Calculated* of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- D. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- E. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- F. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- G. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: conducting traffic counts.

Sub-Consultant Name	Address	Services
Gewalt Hamilton Associates, Inc.	6601 Stephens Station Road Unit 107, Columbia, MO 65202	Traffic Counts

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall

be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be the final and conclusive administrative ruling.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to its negligent acts or the negligent acts of its employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - I. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 12 day of August, 2019.


Executed by the County/City this day of , 20 .

FOR: _____ **COUNTY/CITY, MISSOURI**
County Commission

BY: _____
Presiding Commissioner

ATTEST: _____
County Clerk

FOR: HDR Engineering, Inc.

BY: 
Joseph E. Drimmel (Aug 12, 2019)
Joseph E. Drimmel, Senior Vice President

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A

Scope of Services

Task 0 – Project Management

0.1 Project Management

This task will consist of the overall management of the project by the assigned project manager and support personnel of the Consultant. This task includes contract administration, project monitoring, monthly progress reporting, billing statements, quality assurance of document deliverables, maintaining project schedule, maintaining project budget, coordinating overall activities of the Project Team, and being the main client point of contact for project-related discussions.

Throughout the duration of this project, the Consultant will schedule and conduct progress meetings at key milestones (up to 5) with the City of Belton project manager to report progress, provide opportunity for comments, and to discuss upcoming project activities. The Consultant will provide meeting notes documenting meeting outcomes, issues and follow-up action assignments.

0.2 Public/Stakeholder Involvement:

The Consultant will attend up to three (3) meetings with project stakeholders and the City, to discuss the project. This includes preparation of handout materials. No public meetings are assumed as part of this project.

Task 0 Deliverables:

- Monthly Progress Reports (delivered with invoices)
- Monthly Invoicing
- Preparation for, attendance at, and summary notes for project progress meetings (up to 5)
- Attendance at up to three stakeholder meetings

Task 1 – Data Collection

1.1 Traffic Data

The Consultant (or Sub-consultant) will collect intersection turning movement counts, utilizing automatic traffic recording equipment, for each of the eight intersections listed below for the AM and PM Peak Hours. Counts are to be broken down into at least 15 minute intervals, classified by vehicle type, and include bicycle and pedestrian counts.

- Route 58 (North Ave.) / Mullen Road
- Route 58 (North Ave.) / Cunningham Industrial Parkway
- Route 58 (North Ave.) / Powell Parkway
- Route 58 (North Ave.) / Peculiar Drive
- Route 58 (North Ave.) / I-49 (US 71) SB Ramp
- Route 58 (North Ave.) / I-49 (US 71) NB Ramp
- Route 58 (North Ave.) / E. Outer Road (Harmon Drive)
- Peculiar Drive / Cunningham Parkway

The Consultant will field-observe each of the study intersections for at least 15 minutes during both the morning and evening peak hours during a typical week, with the goal of identifying issues that may not be revealed by hard data alone. Field observation includes: operational issues, critical time periods, potential operational constraints, and an overall full appreciation for the project intersections. Field observations will be documented for each signalized intersection.

Items to be provided by the City:

- Traffic Signal Timing: Current signal timing sheets for each signalized intersection in the project study area from MoDOT on their standard timing sheets.

The Consultant will aggregate the traffic count data and summarize in an Excel spreadsheet. The Excel data will be organized in such a manner that is consistent with Synchro's UTDF format. Volume records will be stored in one Excel worksheet for the entire system. It is assumed that no safety analysis will be conducted for this project.

1.2 Design Data

The City will provide the following data, as available, to support design efforts:

- LiDAR survey and aerial photography from available sources, such as Cass County and/or the City of Belton.
- As-Built plans (roadway and intersections).
- Electronic files of previous projects / current projects under construction (boundary survey, topo files, feature files).
- Summary of utility concerns (any specific known issues) in the corridor.

The Consultant will organize and assemble this data in preparation for future tasks.

1.3 Surveys

The Consultant will conduct the following surveys and associated activities. Survey limits will be as shown in the aerial image below.



- Control survey. Includes survey research, recover and tie-section corners, establish project control points including reference ties, recover benchmarks and set temporary project benchmarks and process control survey information.
- Field surveys:
 - a. Conduct field design surveys of relevant existing surface topographic features within the project limits. Includes shots at pavement tie-in locations, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, landscaping, ditch flowlines, building corners, visible irrigation systems, etc. to create project mapping.
 - b. Download and process design surveys.
 - c. Develop existing surface from surveys.
 - d. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
- Contact utilities and obtain record facility maps.
- Contact Missouri One-Call and coordinate marking of underground utilities. Field-locate horizontal locations of utilities that respond and mark their facilities. The Consultant will make reasonable efforts to coordinate with utilities and One-Call for up to two weeks in advance and during field surveys to obtain field marked locations; however, lack of timely response that require extra remobilization of survey crew is not included in our estimated effort.
- Compile project photos of existing conditions (roadway, entrances, monuments, grading, vegetation, etc.)

- Collect Additional Base Information – The Consultant will supplement the survey with City-provided existing information from available City data such as GIS databases.
 - a. Review Plat Information provided by City.
 - b. Obtain, review and incorporate ownership information based on ownership and encumbrance (O&E) reports for up to 9 tracts.
 - c. Review record drawings on abutting projects and subdivisions.
 - d. Draw existing road right-of-way, property lines and easements
- Prepare a base map at 1"=20' scale including field survey information, contours at 1-foot intervals and existing utility information as determined from surveyed utility locates, visible features and/or facility maps.

1.4 Other Data

Items to be provided by the City:

- Previous Studies: Plans / studies for any proposed new improvements by others within the corridor extents. Data on previous scoping / prioritization done for the corridor.
- Summary of environmental concerns (any specific known issues) in the corridor.

The Consultant will organize and assemble this data in preparation for future tasks.

Task 1 Deliverables:

- Documented intersection field observations
- Intersection traffic counts in Excel format
- Survey base map and existing-conditions photos

Task 2 – Existing Conditions

2.1 Traffic

The Consultant will collect field data where not already provided by the City of Belton (or MoDOT) to include intersection link distances, lane configurations, storage bay lengths, and approach grades, etc. The Consultant will construct AM and PM Synchro models for the project study area based on this data and the data collected in Tasks 1.1 and 1.2, and will use these models to analyze existing operations at the study intersections. Operational metrics, including Level of Service (LOS) and delay, will be developed for use in comparing to conceptual alternatives. The Consultant will provide a summary and details of existing traffic conditions to the City for concurrence.

2.2 Environmental

The Consultant will conduct an environmental issues review and design planning support to determine if there are any alternatives that have environmental issues, such that construction in that area would be impractical or too costly. The environmental scan will be summarized in a one-to-two page memo with maps for support. Figures will show the study area boundary and include items such as water resources, environmental justice areas (minority & low income areas), hazardous waste sites, historic sites and FEMA floodplain information. The Consultant's environmental staff will provide coordination support to the design team.

Task 2 Deliverables:

- AM and PM peak-hour Synchro models and summary documentation.
- Memo and figures documenting environmental scan.

Task 3 – Future Conditions

3.1 Future Traffic Analysis

The Consultant will forecast AM and PM peak hour traffic volumes for the an appropriate future year (perhaps 2040 or 2045) for the project study area, using available sources such as the MARC travel-demand model, typical growth rates, and information on expected local growth areas. Based on these forecasts, the Consultant will modify the AM and PM Synchro models developed in Task 2.1 to predict future "No Build" operations for the study intersections.

3.2 Concept Development and Analysis

The Consultant will develop Design Criteria and a Design Memorandum, to guide the development of concepts. The design criteria will be based on MoDOT design criteria for Route 58, and The City of Belton design criteria for local streets and frontage roads.

Based on the results of the existing conditions analysis and future "No Build" analysis, the Consultant will generate up to four (4) improvement concepts for consideration and analysis. These improvements will consider local and regional circulation needs, the effects of potential future configurations of the I-49 / Route 58 interchange, basic capacity needs, advantageous arrangements of land, and costs.

The concepts will be informed by traffic analysis, using the 2040 Synchro models developed in previous tasks, with volume redistribution assumptions developed as appropriate for each concept. To minimize analytical effort, the Consultant will only examine Synchro for intersections considered critical.

The Consultant will provide a conceptual roadway plan layout exhibit (sketch on aerial) for each alternative. The Consultant will also provide a planning-level opinion of probable cost for each alternative. In collaboration with the City, the Consultant will select a preferred alternative, and will further refine the concept drawing and planning-level opinion of probable cost for that alternative.

A concept phase meeting/coordination with the MoDOT highway section is also included.

3.3 Concept Memo

The Consultant will summarize the concept alternatives analysis in a memorandum, including a preliminary recommendation of a preferred alternative, for City review. Based on City comments, The Consultant will incorporate mutually agreeable concepts into a revised memo with a finalized recommendation.

Task 3 Deliverables:

- AM and PM Synchro models for future-year No-Build conditions and up to 4 alternatives.
- Design criteria memo.
- Draft and final alternatives analysis memo including traffic analysis, concept sketches, and planning-level costs.

The remainder of this scope is based on the design alternative provided by The City for the RFP. See **Figure 1. Route 58 and Powell Rd (Multimodal Traffic Relief) Conceptual Plan**. It is assumed that only one option will be carried forward into preliminary design. If a different alternative is selected in Task 3, Tasks 4 and following will need to be revisited

Task 4: Preliminary Design

4.1 Develop Typical Sections and Alignments

The Consultant will develop typical sections, horizontal alignment, and vertical alignments for the following:

Route 58 (1) | Powell Rd (1) | Peculiar Dr (1) | Access Rd (1) | E Outer Rd (1)*

*It is assumed that no vertical alignment will be needed for E Outer Rd. as the scope of work for this roadway is assumed resurfacing and limited drainage ditch repair.

It is assumed that standard City pavement sections will be used. Pavement analysis and geotechnical investigation is excluded.

The Consultant will also develop horizontal and vertical alignments for entrances. (Assumes a maximum of 9).

The Consultant will develop a roadway model and construction grading limits.

4.2 Drainage

The Consultant will evaluate the existing drainage pattern of the corridor and develop a preliminary storm sewer network. This will include the preliminary planimetric layout of curb inlets and storm sewer pipes, and a drainage area map. (Assumes no hydraulic calculations or sizing of curb inlets and pipes in this phase).

4.3 Strip Map

The Consultant will develop and review with the City (1) Concept Strip Map for the project. This includes one proposed layout with basic edge of pavement, sidewalk, storm network layout, and entrance locations, with estimated grading limits.

Task 4 Deliverables:

- Typical Sections, horizontal alignments, and vertical alignments for five roadways.
- Horizontal and vertical alignments for entrances.
- Roadway model and construction grading limits.
- Preliminary storm sewer network planimetrics and drainage area map.
- Concept strip map.

Task 5: Preliminary Plans

5.1 Plan Sheets

The Consultant will develop the following plan sheets:

- A. Cover Sheet (Assumes up to 1 sheet).
- B. General Notes and General Layout Sheets (Assumes up to 2 sheets).
- C. Survey Reference Sheet (Assumes up to 1 sheet).
- D. Typical Section. Assumes City Standard Pavement Section. (Assumes up to 5 sheets).
- E. Roadway Plan Sheets for Route 58 (3), Powell Rd (1), Peculiar Dr (2), and one access road connecting Route 58 to Peculiar Dr (1). (Assumes up to 7 Sheets). Plan Scale to be 1" =20'.
 - General information: Legend, Scale, North Arrow
 - Property lines and Owner information
 - Storm Sewer line and structure call outs
 - Removals and Do Not Disturb (DND) for existing trees, structures, etc.
 - Existing and Proposed Right-of-Way lines
 - Alignment tie notes.
 - Driveway construction notes.

- F. Roadway Profile Sheets for Route 58, Powell Rd, Peculiar Dr, and one access road connecting Route 58 to Peculiar Dr. (Assumes up to 7 Sheets). (Assumes no roadway profile for E. Outer Rd and assumes Route 58 widening only 'no profile').
- Vertical curve annotation.
 - Alignment tie annotation.
 - Special Ditch annotation.
 - Strip grade annotation showing proposed ground and existing ground.
 - Boring and core information.
- G. Entrance Profiles (Assumes up to 2 Sheets). Assumes up to 9 entrance profiles. Does not include curb profiles.
- H. Roadway Plan Sheets for E. Outer Rd. (Assumes up to 9 Sheets). Plan Scale to be 1" =20'.
- I. Signing and Pavement Marking Plans at 1"=50' scale. (Assumes up to 10 Sheets.)
- J. Traffic Signal Plan Sheets for the intersection of Route 58 and Powell Road (assumes up to 6 sheets) at 1"=20' scale. Separate interconnect plans are not assumed, but the signal plans will maintain the existing wireless interconnect functionality along the corridor. For preliminary plans, poles, conduit, controller, boxes, and appurtenances will be identified. Details and quantities will not be included at this stage.
- K. Street Lighting Plans Sheets for Route 58 between Cunningham Industrial Parkway and the US-49 southbound ramps, including the light pole and underground layout, at 1"=50' scale. The Consultant will also conduct lighting level analysis. Details and quantities will not be included at this stage.
- L. Standard Detail Sheets (Assumes up to 15 sheets). Assumes using City standards, with supplemental details from APWA and MODOT.
- M. Storm Sewer Profiles (Assumes up to 6 sheets). This assumes there will be no box culvert extensions or replacements.
- N. Drainage Area Map (Assumes up to 2 sheets).
- O. Drainage Calculations table (Assumes up to 1 Sheet). Assumes storm sewer design for the 10 year event. This includes delineation of proposed areas, time of concentration, then calculating the flows for a 10 year event to size the inlets, calculate the spread at each inlet, and size the storm sewer network for the 10 year event.
- P. Cross Sections at 50' (Assumes up to 55 Sheets). Annotation will include profile grade and existing Right-of-Way information.

5.2 Quantities & Cost

The Consultant will develop preliminary quantities and an Opinion of Probable Cost.

5.3 Preliminary Plans Site Meeting

The Consultant will submit preliminary plans and an opinion of probable construction cost to the City in PDF format. The preliminary opinion of probable project costs will be itemized by unit of work and will include right-of-way costs and contingency. The Consultant will prepare and submit a request for design exception, if required by the City.

The Consultant will attend one field meeting with the City at the Preliminary Plans stage. This scope assumes attendance by Consultant's Project Manager and one additional staff member – up to 6 hours each. The Consultant will address comments and add additional information based on this site visit.

5.4 Other Meetings

The Consultant will attend up to six meetings with City as requested in connection with the Preliminary Plans; this scope assumes attendance by one Consultant PM and one EIT – up to 3 hours each. A preliminary design phase meeting/coordination with the MoDOT highway section is also included.

Task 5 Deliverables:

- Preliminary plan sheets.
- Preliminary quantities and opinion of probable cost.
- Attendance at one field meeting and up to six (6) progress meetings.

Task 6: NEPA Compliance

6.1 Request for Environmental Review

The Consultant understands that the proposed project will be part of MoDOT's Local Public Agency (LPA) program. As such, NEPA (National Environmental Policy Act) compliance will be required for this project. HDR will submit a completed Request for Environmental Review (RER) form to MoDOT, and MoDOT will subsequently determine the NEPA Classification. For the purposes of this scope of services, a Categorical Exclusion 2 (CE2) is assumed.

6.2 Agency Coordination

With NEPA compliance requirements, agency coordination will be required. The Consultant will send coordination letters to the U.S. Fish and Wildlife Service (USFWS) and to the Missouri Department of Conservation (MDC) regarding threatened and endangered species. The USFWS and/or MDC may request that habitat surveys be completed for listed bat species if any trees would be impacted by the project. The Consultant will conduct a habitat survey and provide a survey report to the City. Aside from bat habitat surveys, no other species surveys are included in this scope, nor are formal Section 7 consultation services with USFWS included.

The Consultant will also send a coordination letter to the Missouri State Historic Preservation Office (SHPO) regarding potential cultural, historical, and archeological issues. At this time, cultural resources surveys are not anticipated or included in this scope of services due to previously disturbed nature of project corridor.

6.3 CE2

Consultant will document environmental features located within the project limits and complete the CE form to be submitted to MoDOT. This scope includes a CE analysis only. If it is determined that an EA or EIS is required, this additional scope will necessitate a supplemental agreement.

A more detailed review of the following factors will be required for the CE documentation. Factors that will be addressed include:

Environmental Factors to Review	
1. Community Impacts	Evaluate the effects of a transportation action on a community and its quality of life including displacements.
2. Wetland Impacts	Are there any wetlands in/near the preferred alignment?
3. 404 Permit Required (Yes/No)	Y/N
4. Air Quality Impacts	Would this project impact the air quality of the region – relative to the attainment/maintenance requirements
5. Cultural Resources/Section 4(f) Historic Properties	Are there buildings on the national historic register or other local cultural resources?
6. Threatened and Endangered Species	Are there any known T&E species in the study corridor?
7. Farmland Impacts (Type and Area)	Identify the amount of prime farmland, including completion of Form AD 1006.
8. Water Quality Impacts	Identify streams with USGS topo maps
9. Floodplain Impacts	Is there a floodplain in the preferred alignment? USGS maps.
10. Noise Impacts	Are there receptors near the preferred alignment?
11. Section 4(f)/6(f) Involvement (Types and Area)	Are there 4(f) or 6(f) properties in or impacted by the preferred alignment? If so, what type of impacts are expected and what is the area impacted? Use DNR database to identify these properties.
12. Hazardous Waste	Are there hazardous waste sites in the preferred alignment or near enough to be impacted by construction? From MoDOT or DNR or fee-based database search.

Extensive quantitative analysis and/or modeling, field surveys or sampling, permitting, or other detailed analysis is not included as part of the above environmental review. In particular, this applies to the 404 permit, cultural resources, threatened and endangered species (except as noted), floodplain permitting, Section 4(f)/6(f), air quality impacts, and noise impacts tasks. It is also assumed that public involvement (scoping, public meetings, and/or public hearings) will not be needed.

Task 6 Deliverables:

- Completion and submission of RER form to MoDOT.
- Coordination letters to relevant agencies.
- CE documentation.

Task 7: Right-of-Way Plans

The Consultant will develop Right-of-Way Plans. These are assumed to include Title, General Notes, Typical Sections, Plan & Profiles, Pipe Profiles, and Cross-Sections from the Preliminary Plans, in addition to the following information:

- Station/Offset callouts per each ROW and Easement line
- Length and bearing of each ROW and Easement line
- Property owner annotation
- Right-of-Way takings table showing existing Ac. per property owner, and amount of proposed right of way takings
- Updated Cross-Section information with proposed Right-of-Way

It is assumed that the information provided in the Right-of-Way plans will follow MoDOT plan review checklist form 136.8.18, "LPA Projects – R/W Plan Review Checklist." See **Figure 2. LPA Projects – R/W Plan Review - Checklist**

The Consultant will provide the plans to the City for Comments, and will address right-of-way comments received from the City.

This scope assumes that right-of-way will only be needed for Powell Rd and Peculiar Dr., where the roadway veers into the existing parking lots. All work on E Outer Rd and Rte. 58 is assumed to be able to lie within the existing Right-of-Way.

Legal descriptions and tract maps:

- The Consultant will prepare and furnish legal descriptions (sealed by a Missouri RLS) for up to 9 tracts.
- The Consultant will prepare and furnish Tract Maps for up to 9 tracts.
- The Consultant will revise legal descriptions and tract maps per comments or as required to complete ownership changes. (Assumes up to 2 tracts).
- The Consultant will stake in the field the location of rights-of-way and/or easements prior to the acquisition and construction by the City, and will meet with appraisers to identify easement and right-of-way locations. (Assumes up to 9 tracts will be staked in a single occurrence).

Task 7 Deliverables:

- Right-of-Way Plans.
- Legal descriptions and tract maps

Task 8: Final Bid Plans

8.1 Plan Sheets

The Consultant will finalize the following sheets:

- A. Cover Sheet (1 sheet).
- B. General Notes and General Layout Sheets (up to 2 sheets).
- C. Survey Reference Sheet (up to 1 sheet).
- D. Typical Section. Assumes City standard pavement section (up to 5 sheets).
- E. Roadway Plan Sheets for Route 58 (3), Powell Rd (1), Peculiar Dr (2), and one access road connecting Route 58 to Peculiar Dr (1). (Assumes up to 7 Sheets). Plan Scale to be 1" =20'.
 - General information: Legend, Scale, North Arrow
 - Property lines and owner information
 - Storm Sewer line and structure call outs
 - Removals and Do Not Disturb (DND) for existing trees, structures, etc.
 - Existing and proposed right-of-way lines.
 - Alignment tie notes.
 - Driveway construction notes.
 - Storm Sewer callouts (pipes, inlets)
- F. Roadway Profile Sheets for Route 58, Powell Rd, Peculiar Dr, and one access road connecting Route 58 to Peculiar Dr. (Assumes up to 7 Sheets). (Assumes no roadway profile for E. Outer Rd and assumes Route 58 widening only 'no profile').
 - Vertical curve annotation
 - Alignment tie annotation
 - Special Ditch annotation
 - Strip grade annotation showing proposed ground and existing ground
 - Boring and core information
- G. Entrance Profiles (Assumes up to 2 Sheets). Assumes up to 9 entrance profiles. Does not include curb profiles.
- H. Roadway Plan Sheets for E. Outer Rd. (Assumes up to 9 Sheets). Plan Scale to be 1" =20'.
- I. Standard Detail Sheets (Assumes up to 15 sheets). Assumes using City standards, with supplemental details from APWA and MODOT. This assumes that there will be no special detail sheets.
- J. Storm Sewer Profiles (Assumes up to 6 sheets).
- K. Drainage Area Map (Assumes up to 2 sheets).

- L. Drainage Calculations table (Assumes up to 1 Sheet). Assumes storm sewer design for the 10 year event.
- M. Cross Sections at 50' (Assumes up to 55 Sheets). Annotation will include profile grade and existing Right-of-Way information, Proposed Right-of-Way, as well as pavement slopes and grading slopes.
- N. Signing and Pavement Marking Plans at 1" = 50' scale (up to 10 sheets).
- O. Traffic Signal Plans and Details at 1" = 20' scale (up to 6 sheets).
- P. Street Lighting Plans at 1" = 50' scale (up to 2 sheets).

The Consultant will develop the following sheets:

- Q. Pavement Marking and Signing Plans (Assumes up to 7 Sheets).
- R. Traffic Control Sheets. (Assumes up to 7 Sheets)
- S. Intersection Detail Sheets. This include the vertical design of the curb return radii at each intersection corner. (Assumes up to 10 Intersections)
- T. ADA Ramp Sheets. This includes the vertical design of the sidewalk ramps that are ADA compliant per each corner of each intersection containing sidewalk. (Assumes up to 24 Corners)
- U. Erosion Control Plans. (Assumes up to 7 Sheets)

8.2 Quantities & Costs

The Consultant will develop final quantities and Opinion of Probable Cost.

8.3 Project Manual

The Consultant will prepare the Project Manual. This includes the technical specifications pertaining to the design, and upfront contract documents.

8.4 Final Submittal

The Consultant will submit final plans and opinion of probable construction cost to the City in PDF format. The final opinion of probable project costs will be itemized by unit of work.

The Consultant will attend a final design meeting the City to review final plans. Assumes Consultant's Project Manager and one additional staff member up to 2 hours each.

The Consultant will address City comments and add additional information from the City, and will submit final plans to the City.

8.5 Other Meetings

Meet with City in connection with final design; assumes up to six meetings. A final design phase meeting/coordination with the MoDOT highway section is also included.

Task 8 Deliverables:

- Final Plan set.
- Final quantities and Opinion of Probable Cost.
- Project Manual.
- Attendance at Final design meeting and up to six (6) progress meetings.

Task 9: Environmental Permitting

Section 404/401 Permitting: The National Wetland Inventory mapper shows a blueline stream (likely a jurisdictional water of the U.S.) within the project limits. If this resource would be impacted through the placement of fill, dredging, or any other work, it is likely that this project will require a U.S. Army Corps of Engineers (Corps) 404 Nationwide Permit and a Section 401 Water Quality Certification.

The Consultant will conduct wetland/stream delineations by two experienced environmental scientists. They will delineate the project footprint/anticipated construction limits in accordance with the USACE 1987 wetland delineation manual and Midwest regional supplemental delineation manual. The Consultant will provide photo documentation, to include a photo log and corresponding description of each photo. The Consultant will prepare a written determination/delineation report as necessary consisting of an introduction / project overview, methods, results and discussion, and impacts. The Consultant will complete wetland and waters-of-the-U.S. data sheets, as well as a project location map, NWI and soils mapping information, a photo log, a wetland/pond/stream channel delineation boundary map.

The Consultant will complete Form 4345 and/or cover letter and supplemental attachments, a brief discussion of avoidance and minimization, a brief proposal to purchase credit in existing wetland and/or stream mitigation banks (only if required), agency coordination documentation as necessary, a cover letter to the USACE, and project engineering figures. The Consultant will include an engineer's estimate of volume and/or surface area of fill placed in wetlands or other waters of the U.S., and linear feet of stream channel impacted (if any).

Task 9 Deliverables:

- Wetland/Stream Delineation report and related forms.
- Items in support of 4040 permit.

Task 10: Utility Coordination

10.1 Project Meetings

The Consultant will attend up to two (2) project meetings with the City, the Consultant, and Utility companies to discuss findings of existing conditions and proposed improvements. One roll plot per meeting will be developed. This assumes two (2) hours per meeting. The Consultant will prepare an agenda for each meeting, and will document the meeting listing attendees, date/time/location, major items discussed, and decisions reached. The Consultant will prepare and distribute meeting notes.

10.2 In-Progress Work Communications/Coordination with Utility Companies

The Consultant anticipates coordination with utility companies to amount to one hour per week following the Field Check Plan submittal to the utility companies. This assumes up to 16 hours of coordination. The Consultant will submit the preliminary plans to utility companies in preparation for the utility coordination meeting/

10.3 Utility Owner Response Record Keeping

The Consultant will prepare a spreadsheet containing the affected utility companies with points of contact for each utility, will document responses from utility companies, and will update utilities in the plans to reflect relocations provided by utility companies. This assumes 12 hours' worth of effort.

Task 10 Deliverables:

- Attendance at up to two (2) utility coordination meetings.
- Weekly coordination with utility companies.
- Utility coordination spreadsheet log.
- Submittal of plans to utility companies.

LIST OF SUBMITTALS AND DELIVERABLES BY THE CONSULTANT

- Monthly Progress Reports (delivered with invoices)
- Monthly Invoicing
- Preparation for, attendance at, and summary notes for project progress meetings (up to 5)
- Attendance at up to three stakeholder meetings
- AM and PM peak-hour existing-conditions Synchro models and summary documentation.
- Memo and figures documenting environmental scan.
- AM and PM Synchro models for future-year No-Build conditions and up to 4 alternatives.
- Design criteria memo.
- Draft and final alternatives analysis memo including traffic analysis, concept sketches, and planning-level costs.
- Typical Sections, horizontal alignments, and vertical alignments for five roadways.
- Horizontal and vertical alignments for entrances.
- Roadway model and construction grading limits.
- Preliminary storm sewer network planimetrics and drainage area map.
- Concept strip map.
- Preliminary plan sheets.
- Preliminary quantities and opinion of probable cost.
- Attendance at one field meeting and up to six (6) progress meetings during preliminary plan development.
- Completion and submission of RER form to MoDOT.
- Coordination letters to relevant agencies.
- CE documentation.
- Right-of-Way Plans.
- Legal descriptions and tract maps?
- Final Plan set.
- Final quantities and Opinion of Probable Cost.
- Project Manual.
- Attendance at Final design meeting and up to six (6) progress meetings during final plan development.
- Wetland/Stream Delineation report and related forms.
- Items in support of 4040 permit.
- Attendance at up to two (2) utility coordination meetings.
- Weekly coordination with utility companies.
- Utility coordination spreadsheet log.
- Submittal of plans to utility companies.

LIST OF ASSUMPTIONS

- Private utility relocations will not be shown on cross sections.
- Removal plans for adjacent parking lots and commercially developed areas will not be included in the project. Demolition within the proposed right-of-way footprint will be shown as hatching on plan sheets.
- Modification plans for parking lots is not included.
- Assumes no structural retaining walls. Assumes retaining walls that are needed will be standard integral curb retaining walls specified by standard detail sheets.
- The City will provide as-built plans (roadway and intersections), electronic files of previous projects / current projects under construction (boundary survey, topo files, feature files), summaries of utility and environmental concerns, traffic signal timing,
- No vertical profiles will be needed for the east Outer Road.
- Standard City pavement sections will be used.
- Storm sewer design will be for the 10-year event.
- A CE2 is the type of environmental document that will be necessary.
- The information provided in the Right-of-Way plans will follow MoDOT plan review checklist form 136.8.18, "LPA Projects – R/W Plan Review Checklist
- Right-of-way will only be needed for Powell Rd and Peculiar Dr., where the roadway veers into the existing parking lots. All work on E Outer Rd and Rte. 58 is assumed to be able to lie within the existing Right-of-Way.
- Plan submittals to MoDOT, utility companies, and prospective bidders will be electronic.

EXCLUSIONS

- The design on Route 58 is limited to widening, resurfacing, striping, and signal modifications. The following are excluded: full-depth reconstruction / geometric improvements, new profile, new storm sewer, and other reconstruction-related elements.
- This scope does not include safety analysis.
- This scope does not include attendance at public meetings
- Pavement analysis and geotechnical investigation is excluded.
- Construction services are excluded.
- No hydraulic calculations or sizing of curb inlets and pipes will be completed as part of the preliminary plan phase
- Preparation of an EA or EIS.
- Extensive quantitative analysis and/or modeling, field surveys or sampling, permitting, or other detailed analysis is not included as part of the environmental review.

ATTACHMENT B

City of Belton - Route 58 Multimodal Improvements
Hour and Fee Estimate - HDR Engineering, Inc.

8/5/2018

		Hours													Total Hrs
		Proj Prnc	Proj Mgr	Sr. Eng	Engineer	Sr Trans Planner	EIT	QC	Surveyor	Field Crew	Sr Env Planner	Admin	CADD	Survey Tech	
0	Project Management	2	39		15		24	2						28	110
	0.2 Public/Stakeholder Involvement		9		9		12								30
	Subtotal	2	48	0	24	0	36	2	0	0	0	28	0	0	140
1	Data Collection		1			2	14								17
	1.1 Traffic Data		1			2	14								17
	1.2 Design Data			1	2		4								7
	1.3 Surveys		1	2			4		44	240					395
1.4 Other Data		1		1	1	2								5	
Subtotal	0	3	3	3	3	24	0	44	240	0	0	0	0	104	424
2	Existing Conditions		1		4	2	20	1							28
	2.1 Traffic		1		4	2	20	1							28
	2.2 Environmental					12	1				12				25
Subtotal	0	1	0	4	14	20	2	0	0	12	0	0	0	53	
3	Future Conditions		1			8	20	2							31
	3.1 Future (No-Build) Traffic Analysis		1			8	20	2							31
	3.2 Concept Dev't & Analysis (4 alts)	1	14	14	62	8	32	4							135
	3.3 Concept Memo		1	1		4	4	1							11
	3.4 LPA / MoDOT Coordination		2	4	4										10
Subtotal	1	18	19	66	20	56	7	0	0	0	0	0	0	137	
4	Preliminary Design		2		69	4	102	15							192
	4.1 Typical Sections & Alignments		2		69	4	102	15							192
	4.2 Drainage			8	8		4	2							22
	4.3 Strip Map				1	1	4						4		10
	4.4 LPA / MoDOT Coordination		4	4	8										16
Subtotal	0	6	12	86	5	110	17	0	0	0	0	4	0	240	
5	Preliminary Plans														
	5.1 Plan Sheets (112)														
	Cover Sheet				1		2							5	9
	General Notes & General Layout Sheets				2		2							6	10
	Survey Reference Sheet													8	8
	Typical Sections				8		8	2						10	28
	Roadway Plan Sheets (20 Scale)				30		45	5						100	180
	Roadway Profile Sheets				20		30	2						60	112
	Entrance Profile Sheets				4		6	1						10	23
	Storm Sewer Profiles		4	16		28	1							32	81
	Drainage Area Map		1	2		4	1							4	12
	Drainage Calculations		8	60		20	2							2	92
	Cross Sections at 50'			8		15	2						24		50
	Traffic Signals			6			24								30
	Signing and Pavement Marking		1	8		8	1								16
	Lighting			6			12								18
5.2 Quantities & Cost				24		24	2							50	
5.3 Field Check		4		24		24						8		60	
5.4 Other Meetings		4	16	18		18								56	
5.5 LPA / MoDOT Coordination		4	8	14										28	
Subtotal	0	13	49	239	0	273	19	0	0	0	0	270	0	863	
6	NEPA Compliance														
	6.1 Request for Env Review					2	1								3
	6.2 Agency Coordination					5	2				12				19
	6.3 CE2					8	1				30		8		47
Subtotal	0	0	0	0	15	3	0	0	0	42	0	8	0	69	
7	Right-of-Way Plans														
	7.1 Develop ROW Plans (MODOT LPA Requirement)		2	8		8	2						24		44
	7.2 Develop ROW Cross-Sections		2	8		8	2						40		60
	7.3 Provide ROW Plans to the City			1		2							20		23
	7.4 Address ROW Comments from the City & MODOT			6		6							6		20
	7.5 Exhibits			8		8							6		22
	7.6 ROW Descriptions								36					12	48
	7.7 ROW Exhibits								12					36	48
	7.8 Easement/ROW Staking								4	27					31
7.9 LPA / MoDOT Coordination		4	6	16										26	
Subtotal	0	4	10	47	0	32	4	52	27	0	0	98	48	322	
8	Final Bid Plans														
	8.1 Plan Sheets		4	34	96		228	18					242		622
	8.2 Quantities & Costs				8		15	2							26
	8.3 Project Manual			4	24		40	1							69
	8.4 Final Submittal		4		24		33						32		93
	8.5 Other Meetings (6)		10	42			18								70
8.6 LPA / MoDOT Coordination		4	6	16										26	
Subtotal	0	22	86	168	0	335	21	0	0	0	0	274	0	908	
9	Environmental Permitting														
	9.1 Section 404 Permit			4		40	1				60			8	113
	9.2 Wetland/Stream Delineation Report					40	1				30			8	79
Subtotal	0	0	4	0	80	0	2	0	0	90	0	16	0	192	
10	Utility Coordination														
	10.1 Project Meetings (2)				8		8							6	22
	10.2 In-Progress Meetings				25		25								50
	10.3 Record-Keeping				16		12							8	36
	10.4 Plans to Utility Companies				1		1							2	4
Subtotal	0	0	0	50	0	46	0	0	0	0	0	16	0	112	
GRAND TOTAL	3	115	183	687	137	933	77	96	267	144	28	686	152	3,508	

Direct Labor Costs

	Hours	Hourly Rate	Dollars
Proj Princ	3	110.00	330
Proj Mgr	115	80.00	9,200
Sr Eng	183	65.00	11,895
Engineer	667	40.00	27,480
Sr Trans Planner	137	48.00	6,576
EIT	933	30.00	27,990
QC	77	80.00	6,160
Surveyor	95	50.00	4,800
Field Crew	257	30.00	8,010
Sr Env Planner	144	65.00	9,360
Admin	28	40.00	1,120
CADD	686	30.00	20,580
Survey Tech	152	35.00	5,320
Total	3,508		138,821

Subconsultants/Vendors

GHA (traffic counts)	2,112
	-
Total Subconsultants	2,112

Estimated Direct Costs

GTR/Title Work (7)	4,500
Misc survey research	100
Reproduction services	2,600
Telephone/Fax	
Survey traffic control	4,500
Postage	
Travel	450
Total Direct Costs	7,650

HDR Estimated Costs plus Fixed Fee

Direct Labor Costs	138,821
Overhead (1.558925)	\$216,550.35
Fixed Fee (0.144)	\$51,173
Labor, Overhead, Fixed Fee	\$ 406,544.82
Dir Design Expenses (Dir Costs)	7,650
Total HDR Fee Estimate	414,195

Total Fee Estimate

HDR Fee Estimate	414,195
Subconsultants/Vendors	2,112
Total	416,307

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): HDR Engineering, Inc.

Project Owner (LPA): City of Belton

Project Name: Route 58 and Powell Road – Multimodal Traffic Relief Project

Project Number: STP-3003(006)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.


LPA

Consultant

Printed Name: _____

Printed Name: Joseph E. Drimmel, P.E.

Signature: _____

Signature:  _____
Joseph Drimmel (Aug 12, 2019)

Date: _____

Date: Aug 12, 2019

SECTION VII

L

R2019-80

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH THE LOWEST AND BEST BIDDER PER MISSOURI DEPARTMENT OF TRANSPORTATION CONCURRENCE TO CONSTRUCT IMPROVEMENTS FOR THE BELTON I-49 OUTER ROAD PROJECT FROM 155TH STREET TO 163RD STREET.

WHEREAS, the City has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint (the developer for the Southview Commerce Center) to fund the design and construction of improvements for the Belton I-49 Outer Road from 155th Street to 163rd Street. The City is responsible for design, construction improvements, and project management for the Outer Road in existing MoDOT right-of-way, and NorthPoint is responsible for constructing the portion of Outer Road north of 162nd Street that is currently undeveloped land on NorthPoint property. Once completed, the Outer Road will be connected from 155th Street to 163rd Street and will allow drivers an additional route to I-49. Construction of this project will include pavement removal and replacement, road repair and widening, addition of curb, stormwater repair and installation with all pertinent items of road reconstruction such as new signage, pavement markings and traffic control. The project will be split into two phases with the northern portion connecting 155th street to the NorthPoint development to be completed first and the intersection of 162nd street to 163rd last; and

WHEREAS, this project is currently out to bid and bids are due back to the City on Wednesday, August 28th. In order to complete the first phase of this project before the end of the year (which coincides with the completion of NorthPoint's first building), Staff is recommending that the City Council authorize the City Manager to execute a contract agreement with the lowest and best bidder per MoDOT concurrence; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to construct improvements for the Belton I-49 Outer Road Project from 155th Street to 163rd Street.

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

Section 1. That this resolution grant authority to the City Manager to execute a contract agreement with the lowest and best bidder per Missouri Department of Transportation concurrence for the Belton I-49 Outer Road Project from 155th Street to 163rd Street is hereby approved for purposes described above.

Section 2. The City Manager and Director of Public Works are authorized and directed to execute the 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 ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The City has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint (the developer for the Southview Commerce Center) to fund the design and construction of improvements for the Belton I-49 Outer Road from 155th Street to 163rd Street. The City is responsible for design, construction improvements, and project management for the Outer Road in existing MoDOT right-of-way, and NorthPoint is responsible for constructing the portion of Outer Road north of 162nd Street that is currently undeveloped land on NorthPoint property. Once completed, the Outer Road will be connected from 155th Street to 163rd Street and will allow drivers an additional route to I-49.

Construction of this project will include pavement removal and replacement, road repair and widening, addition of curb, stormwater repair and installation with all pertinent items of road reconstruction such as new signage, pavement markings and traffic control. The project will be split into two phases with the northern portion connecting 155th street to the NorthPoint development to be completed first and the intersection of 162nd street to 163rd last.

This project is currently out to bid and bids are due back to the City on Wednesday, August 28th. In order to complete the first phase of this project before the end of the year (which coincides with the completion of NorthPoint’s first building), Staff is recommending that the City Council authorize the City Manager to execute a contract agreement with the lowest and best bidder per MoDOT concurrence.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		TBD
Amount of Request/Contract:	\$	TBD
Amount Budgeted:	\$	1,712,635.00
Funding Source:		MoDOT Cost Share and NorthPoint Development
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving the City Manager to execute a contract agreement with the lowest and best bidder per Missouri Department of Transportation concurrence to construct improvements for the Belton I-49 Outer Road Project from 155th Street to 163rd Street.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

SECTION VII

M

R2019-81

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH THE LOWEST AND BEST BIDDER FOR THE WATER MAIN REPLACEMENT – PAWNEE LANE TO SOUTH CEDAR STREET, WEST CAMBRIDGE ROAD TO EAST SOUTH AVENUE PROJECT.

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

WHEREAS, the project includes installation of new 8-inch waterlines, pavement restoration over existing old waterlines, abandonment of old waterlines, pertinent items needed for new water main connections, driveway repair, yard restoration, and traffic control. This work will be taking place within City of Belton and MoDOT right of way; and

WHEREAS, this project is currently out to bid with bids due back to the City on Thursday, August 29th. In order to complete the project before winter weather can cause difficulties to the project, Staff is recommending that the City Council authorize the City Manager to execute a contract agreement with the lowest and best bidder; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to construct improvements for the Water Main Replacement – Pawnee Lane to South Cedar Street., West Cambridge Road to East South Avenue Project.

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

Section 1. That this resolution grant authority to the City Manager to execute a contract agreement with the lowest and best bidder for the Water Main Replacement – Pawnee Lane to South Cedar Street, West Cambridge Road to East South Avenue Project, and is hereby approved for purposes described above.

Section 2. The City Manager and Director of Public Works are authorized and directed to execute the 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 ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 27, 2019

DIVISION: Water Services/Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

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

The project includes installation of new 8-inch waterlines, pavement restoration over existing old waterlines, abandonment of old waterlines, pertinent items needed for new water main connections, driveway repair, yard restoration, and traffic control. This work will be taking place within City of Belton and MoDoT right of way.

This project is currently out to bid with bids due back to the City Thursday August 29th. In order to complete the project before winter weather can cause difficulties to the project, Staff is recommending that the City Council authorize the City Manager to execute a contract agreement with the lowest and best bidder.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	TBD
Amount of Request/Contract:	\$ TBD
Amount Budgeted:	\$ 1,050,000.00
Funding Source:	662-0000-495-7300 WT2002
Additional Funds:	\$ N/A
Funding Source:	N/A
Encumbered:	\$ N/A
Funds Remaining:	\$ N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving the City Manager to execute a contract agreement with the lowest and best bidder for the Water Main Replacement – Pawnee Ln to South Cedar St., West Cambridge Rd to East South Ave. Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:




- Resolution
- Project Area Maps

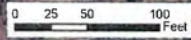
I:\Agenda Items\2019\082719 - WS & RS\RS\Water Main Replacement\Project\1. Water Main Replacement - Pawnee Ln to South Cedar St. West Cambridge Rd to East South 8.27.19.doc



Waterline Map - Brookview Dr



-  Public Hydrant
-  Public Water Line
-  Brookview Dr 4" Cast Iron



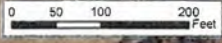
INFORMATION DISCLAIMER: Data layers were compiled from various sources and are NOT to be construed or used as a "legal description". While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties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



Waterline Map - Pawnee Ln



- Public Hydrant
- Public Water Line
- Pawnee Ln 4" Cast Iron






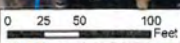
INFORMATION DISCLAIMER: Data layers were compiled from various sources and are NOT to be construed or used as a "legal description". While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties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



Waterline Map - S Cedar St






 Public Hydrant
 Public Water Line
 S Cedar St 4" Cast Iron



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

Waterline Map - Hollywood Blvd



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

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

SECTION VII

N

R2019-82

A RESOLUTION APPROVING AN ESCROW AGREEMENT WITH NORTHPOINT DEVELOPMENT, LLC, TO EQUALLY SHARE THE COSTS OF THE ALLEN AVENUE CULVERT REPLACEMENT PROJECT.

WHEREAS, the City of Belton (City) and NorthPoint Development LLC (NorthPoint) are parties to that certain Development and Performance Agreement dated as of June 12, 2018 (the “Development Agreement”), pursuant to which, among other rights and obligations, both parties agreed to complete shared stormwater improvements in the vicinity of Allen Avenue and 161st Street. Such improvements include replacement of the existing stormwater culvert under Allen Avenue (the “Allen Avenue Culvert Replacement”); and

WHEREAS, the total cost estimate for the Allen Avenue Culvert Replacement is \$282,100 as provided in the “Engineers Opinion of Project Costs”; and

WHEREAS, City and NorthPoint agree to equally share the costs of the Allen Avenue Culvert Replacement.

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

- Section 1.** That the attached Allen Avenue Escrow Agreement, herein attached and incorporated to this Resolution with NorthPoint Development, LLC is hereby approved.
- Section 2.** That this Resolution shall be in full force and effect from and after its passage and approval.
- Section 3.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of ___, 2019, and adopted at a regular meeting of the City Council held the ___ day of ___, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

ALLEN AVENUE ESCROW AGREEMENT

THIS ALLEN AVENUE ESCROW AGREEMENT (“Agreement”), dated _____, 2019 (“Effective Date”), by and among **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (“City”), and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (“NorthPoint”) or its assigns.

RECITALS:

- A. City and NorthPoint are parties to that certain Development and Performance Agreement dated as of June 12, 2018 (the “Development Agreement”), pursuant to which, among other rights and obligations, both parties agreed to complete shared stormwater improvements in the vicinity of Allen Avenue and 161st Street. Such improvements include replacement of the existing stormwater culvert under Allen Avenue (the “Allen Avenue Culvert Replacement”).
- B. The total cost estimate for the Allen Avenue Culvert Replacement is \$282,100 as provided in the “Engineers Opinion of Project Costs” attached herein as **Exhibit A**. City and NorthPoint agree to equally share the costs of the Allen Avenue Culvert Replacement.
- C. NorthPoint agrees to deposit with City funds in the amount of \$141,050 for the payment of its share of the Allen Avenue Culvert Replacement costs.

AGREEMENT:

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are hereby incorporated in, and made a part of, this Agreement.
2. Upon execution of this Agreement, NorthPoint shall deliver to City \$141,050 (the “Escrowed Funds”) for the sole purpose of funding NorthPoint’s share of the Allen Avenue Culvert Replacement.
3. City shall periodically disburse the Escrowed Funds to pay for actually incurred construction costs for the Allen Avenue Culvert Replacement as set forth in the Engineers Opinion of Project Costs, and as reasonably approved by NorthPoint.
4. City is willing to perform its escrow duties under this Agreement, subject to the terms of this Agreement, and subject to receipt of the Escrowed Funds from NorthPoint.

5. City may rely and shall be protected in acting or refraining from acting upon written notice, statement, instruction or request furnished to it under this Agreement and believed by it to be genuine and to have been signed or presented by the proper party or parties. City shall be under no duty to make any inquiry as to the form, genuineness, proper execution, or accuracy of the said distribution notice, statement, instruction, or request.
6. City shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement. City may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it in good faith and in accordance with the opinion of its counsel.
7. If conflicting demands are made or notices are served upon the City with respect to this Agreement, City shall refuse to comply with the claims or demands and cease all further proceedings in the performance of this Agreement so long as the disagreement shall continue. In so doing, the City shall not be liable for damages or injuries to NorthPoint or any other person for its failure to comply with the conflicting or adverse demands or notices. City shall continue to refrain or refuse to act until (i) the rights of the adverse claimants have been finally adjudicated in a court assuming jurisdiction of the parties and the Escrowed Funds, or (ii) all differences have been adjusted by mutual agreement of the parties and the City shall have been notified of the agreement by a writing signed by NorthPoint. In the alternative, City may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purposes of having the respective rights of the claimants adjudicated and may deliver to the court the Escrowed Funds. Under these circumstances, City will include in its petition for declaratory judgment a request for the assessment and allocation of the costs of the interpleader as between the City and NorthPoint. Both Parties agree to abide by the court's determination in this matter and to promptly reimburse City for the costs and expenses as directed. Northpoint Development, LLC agrees to indemnify and save harmless City from any and all loss, liability, damage, or expense, including, without limitation attorneys' fees and costs, that City may suffer or incur in connection with this Agreement and the performance by City of its obligations under this Agreement or otherwise in connection therewith, except to the extent such loss, liability, damage or expense arises from the gross negligence or willful misconduct of City or the breach of this Agreement by City.
8. If the Escrowed Funds are at any time attached, garnished, or levied upon under any court order or if the payment or delivery of the Escrowed Funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting the Escrowed Funds, City is authorized, in its sole discretion, to rely upon and comply with the order, writ, judgment or decree. City shall not be liable to any of the parties or to any other person, firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.
9. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of City and

NorthPoint. Further, NorthPoint may assign its rights, responsibilities and interests under this Agreement to a third party including, but not limited to, a joint venture between NorthPoint (or an affiliated entity) and The Northwestern Mutual Life Insurance Company, Wisconsin Corporation (or an affiliated entity) without the consent, written or otherwise, of the City. Notwithstanding the foregoing, in the event of any assignment by NorthPoint of their interests under this Agreement, said assignment shall not relieve NorthPoint of the obligation to deliver, or cause to be delivered, the Escrowed Funds as required herein. This Agreement cannot be amended in any manner except upon the written consent of all the parties hereto.

10. This Agreement may be signed in counterparts.

11. **Notice.** All notices or other communications required or permitted hereunder shall be in writing and shall be sent to the parties at the following addresses, respectively:

CITY: City of Belton
506 Main Street
Belton, Missouri 64102
Attn: City Manager

With a copy to: City of Belton
506 Main Street
Belton, Missouri 64102
Attn: City Attorney

With a copy to: Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attn: Sid Douglas

NORTHPOINT: NorthPoint Development
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Attn: Brent Miles

With a copy to: Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attn: Scott Seitter

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF BELTON,
a constitutional charter city
organized and existing under
the laws of the State of Missouri:

By: _____
Jeff Davis, Mayor

NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company:

By: _____
Nathaniel Hagedorn, Manager

SECTION IX

C

AN ORDINANCE APPROVING AN AMENDMENT TO THE FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT AND THE SECOND AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BELTON, MISSOURI, AND Y BELTON, L.L.C.

WHEREAS, the City approved the Y-Belton Tax Increment Financing Redevelopment Plan by Ordinance on September 25, 2007 (the **“Redevelopment Plan”**); and

WHEREAS, the City entered into a Tax Increment Financing Contract with Y Belton, L.L.C. (the **“Developer”**), dated December 19, 2007 (the **“Original TIF Contract”**); and

WHEREAS, the City approved the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the **“First Redevelopment Plan Amendment”**) by Ordinance on December 19, 2013 (the **“First Redevelopment Plan Amendment Ordinance”**) and entered into a First Amended and Restated Tax Increment Financing Development Agreement (the **“First Redevelopment Contract Amendment”**) with the Developer on January 16, 2014, which has been amended one time; and

WHEREAS, on January 20, 2016, the Developer submitted a proposed Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan (the **“Second Redevelopment Plan Amendment”**); and

WHEREAS, the City Council adopted Ordinance No. 2016-46 on April 26, 2016 (the **“Second Redevelopment Plan Amendment Ordinance”**), approving the Second Redevelopment Plan Amendment and appointing the Developer as the developer of the Second Redevelopment Plan Amendment; and

WHEREAS, the City Council adopted Ordinance No. 2016-47 on April 26, 2016 and authorized the Second Amended and Restated Tax Increment Financing Development Agreement (the **“Second Redevelopment Contract Amendment”**) with the Developer on May 13, 2016; and

WHEREAS, the Developer and the City have agreed on an extension of time to the redevelopment schedule as set out in the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, as provided in the Amendment to the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment (the **“Amended Agreements”**); and

WHEREAS, the City Council finds that approval of the Amended Agreements would help to encourage and stimulate growth and development in the redevelopment area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Redevelopment Plan, as amended.

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

- Section 1.** The Amendment to the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment is hereby approved in substantially the form attached hereto as **Exhibit A** and the Mayor is authorized to execute the Amended Agreements on behalf of the City, with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof.
- Section 2.** City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.
- Section 3.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.
- Section 4.** This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, after the second reading thereof by the following vote, to-wit:

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

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

**AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT
AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT**

**AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT
AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT**

between the

CITY OF BELTON, MISSOURI

and

Y BELTON, L.L.C.

dated as of _____, 2019

**AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT
AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT**

THIS AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT (the “Amended Agreements”) is made and entered into as of the _____ day of _____, 2019, by and between the **CITY OF BELTON, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “City”), and **Y BELTON, L.L.C.**, a Missouri limited liability company (the “Developer”).

RECITALS

1. The City approved the Y-Belton Tax Increment Financing Redevelopment Plan by Ordinance on September 25, 2007 (the “**Redevelopment Plan**”).
2. The City entered into a Tax Increment Financing Contract with Y Belton, L.L.C., dated December 19, 2007 (the “**Original TIF Contract**”).
3. The City approved the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the “**First Redevelopment Plan Amendment**”) by Ordinance on December 19, 2013 (the “**First Redevelopment Plan Amendment Ordinance**”) and entered into a First Amended and Restated Tax Increment Financing Development Agreement (the “**First Redevelopment Contract Amendment**”) with the Developer on January 16, 2014, which has been amended one time.
4. On January 20, 2016, the Developer submitted a proposed Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan (the “**Second Redevelopment Plan Amendment**”).
5. The City Council adopted Ordinance No. 2016-46 on April 26, 2016 (the “**Second Redevelopment Plan Amendment Ordinance**”), approving the Second Redevelopment Plan Amendment and appointing the Developer as the developer of the Second Redevelopment Plan Amendment.
6. The City Council adopted Ordinance No. 2016-47 on April 26, 2016 and authorized the Second Amended and Restated Tax Increment Financing Development Agreement (the “**Second Redevelopment Contract Amendment**”) with the Developer on May 13, 2016.
7. The Developer and the City have agreed on an extension of time to the redevelopment schedule as set out in the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, as provided in this Amended Agreements.
8. The City Council finds that approval of the Amended Agreements would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Redevelopment Plan, as amended.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. **Revision of the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment.** Exhibit E to the First Redevelopment Contract Amendment and Exhibit E of the Second Redevelopment Contract Amendment are hereby deleted in their entirety and replaced with the Exhibit A attached to this Amended Agreements. If a Certificate of Substantial Completion is not issued with respect to the redevelopment project by the dates and for the parcels as provided on the Exhibit A (the “Outside Completion Date”), City may

require Developer to appear before the Council to show cause why the contracts and the Plan shall not be terminated in accordance with **Article VIII** of the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the redevelopment area. From and after the Outside Completion Date, any approval by City of any change or modification of the redevelopment schedule may be given or denied by City in its sole discretion, subject to the terms and provisions of **Article VIII**.

2. **Miscellaneous.** Except as amended hereby, the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment remain in full force and effect. This Amended Agreements may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of page left intentionally blank. Signature pages immediately follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreements the day and year first above written.

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____

Print Name: Jeff Davis

Title: Mayor

Y BELTON, L.L.C., a Missouri limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ___ day of _____, 2019, before me, personally appeared Jeff Davis, to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the _____ of Y Belton, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A
PROJECT SCHEDULE

Redevelopment Project 1

<u>Lot</u>	<u>Estimated Completion Date</u>
1	December 2014
2	December 2014
3	December 2014
4	June 2015
5 (Hotel Lot)	August 2022
6	June 2015

Redevelopment Project 2 and 2A

<u>Lot</u>	<u>Estimated Completion Date</u>
1	December 2016
2	August 2021
3	August 2021
4	December 2018
5	August 2021
6	August 2021
7	August 2021
8	August 2021
A	August 2021
G	August 2021

Redevelopment Project 3

<u>Phase</u>	<u>Estimated Completion Date</u>
1	December 2021
2	December 2022