



**Agenda of the Belton City Council
Work Session & Regular Meeting
October 8, 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. Rental Inspection Program

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- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman Savage
- VI. ROLL CALL
- VII. CONSENT AGENDA

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

- A. **Motion approving the minutes of the September 24, 2019, City Council Regular Meeting.**

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- B. **Motion approving the acceptance of a donation in the amount of \$911 from La Nonna Restaurant in honor of first responders on Patriot Day.**
- C. **Motion approving the acceptance of a donation in the amount of \$190 from Road House Bar & Grill for the Belton Senior Center.**
- D. **Motion approving city departments to apply for funding from Walmart and the Walmart Foundation.**

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E. Motion authorizing the purchase of street plates for \$10,335.86, for the Transportation Department.

This purchase is within budget.

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F. Motion approving renewal of Blue Cross & Blue Shield employee provided health insurance, USABLE employee provided long term disability insurance, Delta Dental employee provided dental insurance and Superior Vision employee provided vision insurance beginning January 1, 2020.

Blue Cross & Blue Shield employee provided health insurance beginning January 1, 2020 will renew with a 2.6% rate increase. The amount the city contributes for an individual plan will increase 2.6%, and will be included in the City's FY21 budget, \$14.23 per month (from \$615.78 to \$630.01) and the amount the city contributes for a family plan will increase \$29.72 per month (from \$1,142.96 to \$1,172.68).

New Directions employee provided Employee Assistance Program beginning January 1, 2020 will renew with no rate increase. The amount the city contributes for each employee will remain \$21.65 per year.

USABLE employee provided long term disability and life insurance beginning January 1, 2020 will renew with no rate increase and the rate is guaranteed until 12/31/2021. The amount the city contributes for employee long term disability insurance will continue to be \$0.44 per \$100 of covered payroll and \$0.16 per \$1000 of insured payroll.

Delta Dental employee provided dental insurance beginning January 1, 2020 will renew with no rate increase and the rate is guaranteed until 12/31/2021. The amount the city contributes for an individual plan will remain \$43.43 per month and the amount the city contributes for a family plan will remain \$107.36 per month.

Superior Vision employee provided vision insurance beginning January 1, 2020 will renew with no rate increase and the rate is guaranteed until 12/31/2021. The amount the city contributes for an individual plan will remain \$5.78 per month, the amount the city contributes for an employee plus one plan will remain \$11.21 per month and the amount the city contributes for a family plan will remain \$16.45 per month.

G. Motion approving Resolution R2019-90

A resolution appointing successor directors to the Board of Directors of the TXRH Community Improvement District.

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H. Motion approving Resolution R2019-91

A resolution approving an agreement with Public Consulting Group, Inc.

The city is a participant in the Missouri Ground Emergency Medical Transportation program. This is a new program that began in the state of Missouri this year. The Public Consulting Group, Inc. will assist the City of Belton in the fulfillment of the requirements related to the program.

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I. Motion approving Resolution R2019-92

A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of sinkhole located at Bradford Lane and Mallory Drive and ratifying Task Agreement No. 2019-7 in the amount of \$51,793.84.

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J. Motion approving Resolution R2019-93

A resolution approving actions of the City Manager to engage The Janik Group for emergency repair of sinkholes located at 805 Courtland Court and 804 Minnie Avenue and ratifying Task Agreement No. 2019-3 in the amount of \$81,560.00.

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VIII. PERSONAL APPEARANCES

A. Proclamation for National Chamber of Commerce Day

B. Proclamation for National Fire Prevention Week

IX. ORDINANCES

A. Motion approving both readings of Bill No. 2019-51

An ordinance approving the final plat for Aspen Dental in the City of Belton; a tract of land located in the West half of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

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B. Motion approving both readings of Bill No. 2019-52

An ordinance approving the 2020 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participating in the Regional Household Hazardous Waste Program.

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- C. Motion approving both readings of Bill No. 2019-53
An ordinance authorizing the Chief of Police to sign the agreement between the Missouri Department of Transportation (MoDOT) and the Belton Police Department for Destination Safe Grant.

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- D. Motion approving the first reading of Bill No. 2019-54
An ordinance approving a Rental Inspection Program in the City of Belton, Missouri, by adding a new Article V to Chapter 10 of the Unified Development Code.

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X. RESOLUTIONS

- A. Motion approving Resolution R2019-94
A resolution of the City of Belton, Missouri, approving a demolition contract between the City of Belton, Missouri, and Denton Excavating, Inc., D/B/A Midland Wrecking for the removal of a dangerous structure located at 17219 Chula Vista Drive within the City of Belton, Missouri.

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XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

October/November 2019 meetings

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

11/12 work session & regular meeting – 6:00 p.m.

11/26 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, 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: October 8, 2019

DIVISION: Planning and Building
Department

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 checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ITEM FOR DISCUSSION:

Rental Inspection Program. On January 22 and May 28, 2019, the City Council had initial discussions concerning a Rental Property Inspection Program. The City Council reviewed work done by staff on the program, and the recommendation of the Code Enforcement Advisory Committee (CEAC) on the program. Later, on August 13, 2019, the City Council received comments on the program from the Cass County Landlords Association (CCLA).

ADDITIONAL BACKGROUND:

The Code Enforcement Advisory Committee again reviewed the program at their meeting of August 28, 2019. The Committee considered comments from the CCLA presented to the City Council, as a method to further evaluate public comment on the program. After review and discussion, the Code Enforcement Advisory Committee reaffirmed their prior recommendation of approval for a rental inspection program.

The CEAC reviewed all elements of the program as follows:

The proposed program is related to the City Council priority of increased code enforcement and enhanced efforts for property maintenance. The program would be designed to protect the health, safety and welfare of residents, and insure that minimum standards for the interior of rental units are adhered to. The program would also provide exterior inspections to insure that property maintenance standards are met as a way to maintain attractive neighborhoods.

As a summary, key points of this program are:

- Landlords are required to be registered and have a current business license. This is currently required in Belton, but registrations are not on file for all rental properties. Initial efforts of the program would include increasing the number of business licenses for landlords in order to make the program more effective.
- All rental properties are to be inspected every two years, prior to the renewal of that year's business license. This includes apartments, duplexes and single-family homes occupied by a renter.
- Inspections are conducted by a third-party inspection company. Property owners select an inspector from a list provided by the city. The advantage of a third-party inspection company is that the City does not have to add additional inspection employees to implement the program.

- The inspection company performs exterior and interior inspections, focusing on basic health and safety items. The inspection is completed using a checklist supplied by the city.
- Items to be inspected include certain exterior items, such as foundation, exterior stairs and decks. The interior inspection would include heating and electrical systems, plumbing and hot water, sanitary facilities, and kitchen facilities.

PROPOSED CITY COUNCIL ACTION:

At this time, it is recommended that that the City Council concur with the recommendation of the Code Enforcement Advisory Committee. Please see the attached letter from the CEAC.



520 MAIN STREET
BELTON, MO 64012

TELEPHONE.* (816) 331-4331
FAX.* (816) 322-4620

September 27, 2019

Mayor Davis and members of the City Council

RE: Rental Inspection Program

The members of the Code Enforcement Advisory Committee (CEAC) are submitting this letter of support to you concerning the rental inspection program. You will recall that the CEAC originally considered the program at their meetings of September 12th and November 14, 2018. After this review and study, the Committee recommended that the City Council proceed with adoption of the program.

On August 28, 2019, the Committee again met to discuss feedback provided to the City Council by the Cass County Landlords Association. After review and discussion of the feedback provided by the landlord association, CEAC again recommends that the City Council adopt a rental inspection program.

It is believed that the rental inspection program provides an important standard of public health, safety and welfare for residents and insures that minimum standards for the interior and exterior components of rental units are adhered to.

The Code Enforcement Advisory Committee also acknowledges that this program is consistent with the City Council priority of increased code enforcement.

Respectfully, for the Code Enforcement Advisory Committee,

David M. Clements, AICP

A handwritten signature in cursive script that reads "David M. Clements".

Director of Planning and Building

SECTION VII
A

**Minutes of the Belton City Council
Regular Meeting
September 24, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the Regular Meeting to order at 6:00 p.m.

Councilmember VanWinkle lead the Pledge of Allegiance to the Flag.

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

Councilmembers absent: Gary Lathrop and Ryan Finn

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

CONSENT AGENDA

Councilmember VanWinkle moved to approve the consent agenda consisting of a motion:

- approving the minutes of the August 27, 2019, City Council Work Session & Regular Meeting.
- approving the August 2019 Municipal Division Summary Report for Municipal Court.
- authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.
- authorizing a one-year renewal of a contract with Cellebrite for a UFED Touch Screen Ultimate SW Forensic Machine in the amount of \$3,700.00 for the Belton Police Department.
- authorizing the purchase of a 2019 John Deere 410L Backhoe in the amount of \$120,005.00 for the Transportation Division.
- authorizing the purchase of a 2019 John Deere 524L Front-End Wheel Loader in the amount of \$151,494.00 for the Transportation Division.
- authorizing the purchase of regulator-compliant sign posts and street ID signs from Newman Signs, Inc., in the amount of \$15,574.63 for the Transportation Division.
- approving Resolution R2019-83: **A resolution appointing Scott Von Behren to the Tax Increment Financing Commission.**
- approving Resolution R2019-84: **A resolution approving a Public Service Agreement with Oats Inc., at a rate of \$2,160 for a 12-month term.**
- approving Resolution R2019-85: **A resolution of the City of Belton, Missouri, approving a first amendment to the 2019 Street Preservation Agreement between the City of Belton, Missouri, and Superior Bowen Asphalt Company, LLC, to perform additional work for the Belton Parks and Recreation Board.**
- approving Resolution R2019-86: **A resolution approving Task Agreement 2019-5 with Olsson to perform design services for the 161st Street and Allen Avenue Stormwater Improvements Project in the amount of \$36,100.00.**

- approving Resolution R2019-87: **A resolution approving actions of the city manager to engage Breit Construction, LLC, for emergency repair of sinkhole located at 1005 Colbern Drive and ratifying Task Agreement No. 2019-4 in the amount of \$212,995.74.**
- approving Resolution R2019-88: **A resolution approving Task Agreement 2019-1 with CDM Smith to perform conceptual design development of stormwater improvements for the Sunrise Drive and Buena Vista Stormwater Improvements Project in the amount of \$61,025.00.**
- approving Resolution R2019-89: **A resolution approving Task Agreement 2019-6 with Olsson to perform design and construction phase services for the Westside Drive and Lacy Lane Stormwater Improvements Project in the amount of \$361,965.00.**

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

ORDINANCES

Andrea Cunningham, City Clerk, gave the final 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.**

Presented by Councilmember VanWinkle, seconded by Councilmember Peek. Vote of the final reading was recorded:

Ayes: 6 Savage, Trutzel, VanWinkle, Clark, Peek, Mayor Davis

Noes: 1 Davidson

Absent: 2 Lathrop, Finn

Bill No. 2019-48 was declared passed and in full force and effect as **Ordinance No. 2019-4535**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-49: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget to add an Assistant City Engineer position.**

Presented by Councilmember VanWinkle, seconded by Councilmember Peek. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Peek. Alexa Barton, City Manager, explained this new position would be a project engineer working on systematically looking at our infrastructure to pro-actively identify areas of concern in the City. Vote on the final reading was recorded:

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

Noes: 0

Absent: 2 Lathrop, Finn

Bill No. 2019-49 was declared passed and in full force and effect as **Ordinance No. 2019-4536**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-50: **An ordinance authorizing the issuance of not to exceed \$20,000,000 principal amount of General Obligation Bonds, Series 2019, of the City of Belton, Missouri, and certain other documents and actions by the City.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. It was noted there is a scrivener's error in one of the exhibits referencing the City as a 4th class city instead of a Charter

City. It will be fixed before being executed. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember 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 Councilmember Clark, seconded by Councilmember VanWinkle.

Vote on the final reading was recorded:

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

Noes: 0

Absent: 2 Lathrop, Finn

Bill No. 2019-50 was declared passed and in full force and effect as **Ordinance No. 2019-4537**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report.

- Oktoberfest was well attended
- Over 140 dogs were at Doggie Dip Day
- Pumpkin Palooza, October 26 at Memorial Park
- New matrix equipment has arrived at High Blue
- New aqua classes in October at High Blue

MAYOR'S COMMUNICATIONS

- Over 680 people attended Mama Mia in the park
- The Mayor attended with the School District a presentation in Jefferson City on September 10 where the students presented their primary seat belt ordinance.
- Reminder about donating for the Mayor's Christmas Tree Lighting event which will be December 2 at Memorial Station.

CITY MANAGER'S REPORT

- Ms. Barton attended the MPR and MML Conferences this month. At the MPR conference there was a discussion about using drones for the police department and other city departments.
- Sheila Ernzen, Assistant City Manager and Finance Director, said there will be health insurance renewal information coming at the October 8 City Council meeting.
- Ms. Barton introduced Michael Christopher as the Interim Public Works Director and City Engineer.

October/November 2019 meetings

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

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

11/12 work session & regular meeting – 6:00 p.m.

11/26 work session & regular meeting – 6:00 p.m.

At 6:35 p.m. Councilmember VanWinkle moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourn from there. Councilmember Clark seconded. The following vote was recorded:

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

Noes: 0

Absent: 2 Lathrop, Finn

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION VII

D



CITY OF BELTON

*506 Main Street
Belton, MO 64012*

*(816) 331-4331
Fax (816) 322-4620*

October 8, 2019

To Whom it May Concern:

This letter is to verify that the City of Belton, Missouri, is a certified agency as recognized by the State of Missouri (Missouri tax exempt 12486710). The City of Belton was incorporated in 1871. Various departments within the City of Belton, including the Belton Park Department, are authorized by the City of Belton to request funding.

I authorize city departments, including the Belton Park Department, to apply for funding from Walmart and the Walmart Foundation for the betterment of our community.

Sincerely,

Mayor Jeff Davis
City of Belton, Missouri

SECTION VII

E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: October 8, 2019

DIVISION: Public Works/Transportation

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:

Currently the Transportation Division does not own any street plates and must rent them from a local vendor when needed. With the ever-increasing emergency stormwater pipe failures creating sink holes and other daily maintenance activities at maintenance projects, street plates are a high priority. Street plates will also allow roadways to remain open during non-construction periods, maintain a safer work environment, and effectively increase the utilization of roadways.

These quotes were prepared by the Transportation Division using street plate vendors. Each of the three street plate vendors are national vendors and are used by several other cities within the Kansas City metro area. Quotes were received from Iron Lot, LLC (\$10,335.86), United Rentals (\$ 10,779.00), and Warning Lites of St. Louis, Inc. (\$10,922.00). The lowest bid recommendation with Iron Lot, LLC is listed below. This purchase is an approved FY2020 Capital Outlay-Equipment expense.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Iron Lot, LLC	
Amount of Request/Contract:	\$	10,335.86
Amount Budgeted:	\$	11,000.00
Funding Source:	225-0000-495-7400	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	664.14

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of street plates from Iron Lot, LLC for a total purchase price of \$10,335.86.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Quote Tabulation
- Iron Lot, LLC Quote

Street Plates Quotes Tabulation

Iron Lot, LLC

Items	Quantity	Unit Price	Total
Street Plate 6' x 10' x 1" thick	7	1,447.98	10,135.86
Lock-N-Lift - Lifting Tool	1	200	200
Freight included in pricing			N/A
Total			10,335.86

United Rentals

Items	Quantity	Unit Price	Total
Street Plate 6' x 10' x 1" thick	6	1,764.00	10,584.00
Lock-N-Lift - Lifting Tool	1	195	195
Freight included in pricing			N/A
Total			10,779.00

Warning Lites of St. Louis, Inc.

Items	Quantity	Unit Price	Total
Street Plate 6' x 10' x 1" thick with weld in plate tool and holes	6	1,687.00	10,122.00
Lock-N-Lift - Lifting Tool	1		N/A
Estimated Freight Charge			800.00
Total			10,922.00

Iron Lot, LLC

2731 Huffman Mill Road
 Burlington, NC 27215

Phone # 336-516-8011

mikecampbell@ironlot.com
 www.ironlot.com

Quote

Date	Quote #
9/16/2019	190916-3

Name / Address
City of Belton, MO Belton, MO 64012

Project

Description	Qty	Rate	Total
Road Plate 6x10 1" thick Grade A36 Weight 2,450 Includes: Lifting device in center of plate	7	1,447.98	10,135.86T
Lock-N-Lift - Lifting Tool	1	200.00	200.00T
FREE SHIPPING to Belton, MO	1	0.00	0.00T
		Subtotal	\$10,335.86
		Sales Tax (0.0%)	\$0.00
		Total	\$10,335.86

SECTION VII

G

R2019-90

A RESOLUTION APPOINTING SUCCESSOR DIRECTORS TO THE BOARD OF DIRECTORS OF THE TXRH COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Community Improvement District Act (“Act”), Section 67.1401 to 67.1571 of the Revised Statutes of Missouri, provides for the Chief elected officer of a municipality (“Mayor”) to appoint Successor Directors of a Community Improvement District with the consent of the governing body of the municipality (“City Council”); and

WHEREAS, the TXRH CID (“District”), which was formed by Ordinance 2016-4179 adopted by the City Council of Belton, Missouri, is a public body created under the authority of the Act, and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the terms for Tim Wahl and Brock Walpert have expired; and

WHEREAS, the Board is hereby submitting to the Mayor and City Council their recommendation for the reappointment of Tim Wahl and Brock Walpert to a four (4) year term.

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

SECTION 1. That the reappointment of Tim Wahl and Brock Walpert as members of the District’s Board of Directors is approved, each to serve a four-year term.

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

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

Duly read and passed this 8th day of October, 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 8th day of October, 2019, and adopted at a regular meeting of the City Council held the 8th day of October, 2019, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

RESOLUTION NO. 2019-01

THE TXRH COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE TXRH COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") NOMINATING SUCCESSOR DIRECTORS

WHEREAS, the District, which was formed by Ordinance Number 2016-4179 adopted by the City Council of the City of Belton, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Petition authorizes the Board of Directors of the District (the "Board") to select qualified individuals to serve as an Successor Director in accordance with the qualifications set forth in the Petition; and

WHEREAS, the terms have expired for Tim Wahl and Brock Walpert; and

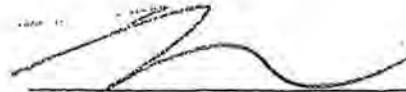
WHEREAS, the Board wishes to reappoint Tim Wahl and Brock Walpert for a 4 year term; and

WHEREAS, the Petition authorizes the Board to submit to the Mayor, with the consent of the City Council, a slate of individuals nominated to serve as Successor Directors in accordance with the qualifications set forth in the Petition.

NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

1. The Board appoints Tim Wahl as Successor Director to serve a four (4) year term.
2. The Board appoints Brock Walpert as Successor Director to serve a four (4) year term.
3. The Chairman is authorized to take all actions necessary to carry out this Resolution;
4. This Resolution shall take effect immediately.

Adopted this 27th day of February, 2019.



Brock Walpert, Chairman

ATTEST:


Tim Wahl, Secretary

4816-1554-5991.1

SECTION VII

H

R2019-91

A RESOLUTION APPROVING AN AGREEMENT WITH PUBLIC CONSULTING GROUP, INC.

WHEREAS, the City is a participant in the Missouri Ground Emergency Medical Transportation (GEMT) program; and

WHEREAS, the City wishes to engage Public Consulting Group, Inc. to complete the necessary filing requirements related to this program.

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

- Section 1.** That the Assistant City Manager is hereby authorized to execute the Agreement on behalf of the City with Public Consulting Group, Inc., herein attached and incorporated as **Attachment A**.
- 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
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

AGREEMENT

This Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and [City of Belton, MO] (“CLIENT”) as of October 1, 2019 (“Effective Date”).

WHEREAS, CLIENT is seeking to participate in the Missouri Ground Emergency Medical Transportation (GEMT) program, and

WHEREAS, CLIENT is seeking a vendor to complete the necessary filing requirements, including the annual GEMT cost report, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (“the Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

2. **Term**

PCG will provide the Contracted Services from the Effective Date through September 30, 2020, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Otherwise, the Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), beginning on October 1st of the respective year, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation in Attachment B, Sections 13 and 14, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and will not pay PCG any other benefits, expenses, or compensation.

- a. CLIENT will compensate PCG within thirty (30) days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred. Payment by CLIENT will be conditioned upon PCG's timely performance of the Contracted Services to the satisfaction of CLIENT.
 - b. Upon termination of this Agreement, other than termination for cause under Section 4(b), PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PCG:

James Dachos
 Public Consulting Group, Inc.
 999 18th St, #1425
 Denver, CO 80202
 jdachos@pcgus.com

For CLIENT

Sheila Ernzen, Assistant City Manager
City of Belton, MO
506 Main
Belton, MO 64012

6. **PCG Representation.** PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.
7. **Standards of Conduct.** PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct.
8. **Relationship of the Parties**
- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
 - c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. PCG shall provide its federal employer tax identification number, or social security number in the case of an individual, to CLIENT in writing. PCG also shall provide copies of any applicable business licenses.
9. **Record Maintenance and Accounting Upon Termination.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
10. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
11. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
12. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

- a. "Proprietary or Confidential Information" is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.
- b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.

- h.** Upon termination of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
 - i.** The termination of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential information set forth in this section.
- 13. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party
- 14. Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- 15. Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- 16. Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
- 17. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
- 18. Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

19. Applicable Law and Venue. This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the state of Missouri, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state and federal courts of Missouri shall have exclusive jurisdiction over the enforcement of this Agreement.

20. Miscellaneous

- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b.** Limitation of Liability. PCG shall not be liable to the client for any incidental, indirect, special, punitive or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if such party had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable.
- c.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

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

PUBLIC CONSULTING GROUP, INC.

BY: James Dachos

BY: _____

NAME: James Dachos

NAME: Sheila Ernzen

TITLE: Associate Manager-PCG

TITLE: Assistant City Manager/Finance
Director, City of Belton, MO

DATE: 9/26/2019

DATE: _____

ATTACHMENT A
CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Services:

1. Assisting CLIENT in the completion of agreement to participate in the Missouri GEMT program;
2. Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, any additional costs;
3. Develop and utilize customized web portal to assist with cost report calculation and auditing process;
4. Conducting analysis of the provider's financial and billing data in order to prepare annual cost reports, the mechanism for providers to receive additional revenue under the GEMT program;
5. Support CLIENT in the submittal process of GEMT cost report to the state, due by December 31, 2019;
6. Providing comprehensive desk review support, including conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement;
7. Conducting ongoing year to year comparative analysis to identify significant trends in billing and financial data; and
8. Provide ongoing audit support in the event of a state and/or federal audit of GEMT cost report.

ATTACHMENT B COMPENSATION

The fees to be paid associated with the successful generation of incremental Medicaid revenues as a result of the GEMT program are calculated as a **15% contingency fee** of enhanced incremental revenues received from the GEMT program.

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG within thirty (30) days of receipt of an invoice. **Invoicing will occur only after the CLIENT receives its payments for the GEMT program.**

This Compensation provision shall survive the expiration and/or termination of this Agreement until such time as all fees have been paid and received in full by PCG for all services rendered.

SECTION VII

I

R2019-92

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY REPAIR OF SINKHOLE LOCATED AT BRADFORD LANE AND MALLORY DRIVE AND RATIFYING TASK AGREEMENT NO. 2019-7 IN THE AMOUNT OF \$51,793.84.

WHEREAS, on July 31, 2019, a sinkhole was discovered within the asphalt pavement on the southeast corner of the intersection at Bradford Lane and Mallory Drive. Based upon the Transportation Division's inspection, it was determined that the sinkhole was due to a collapsed 18-inch corrugated metal pipe (CMP) that is a part of the City's stormwater conveyance system. The Transportation Division 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 (Breit) was contacted for emergency repair services. Breit removed 72' of the damaged 18-inch CMP and replaced it with 18-inch reinforced concrete pipe. The scope of work also included replacing 70' of curb, 1 ADA ramp, 5' of sidewalk, 125 square yards of asphalt, and restoration of sod at a total cost of \$51,793.84; and

WHEREAS, the City Council believes that Task Agreement 2019-7 with Breit accurately reflects the work performed to repair sinkhole located at Bradford Lane and Mallory Drive on an emergency basis in the amount of \$51,793.84.

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

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

SECTION 2. That Task Agreement No. 2019-7, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$51,793.84 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: October 8, 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:

On July 31, 2019, a sinkhole was discovered within the asphalt pavement on the southeast corner of the intersection at Bradford Lane and Mallory Drive. Based upon the Transportation Division’s inspection, it was determined that the sinkhole was due to a collapsed 18-inch corrugated metal pipe (CMP) that is a part of the City’s stormwater conveyance system. The Transportation Division 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 On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction, LLC (Breit) was contacted for emergency repair services. Breit removed 72’ of the damaged 18-inch CMP and replaced it with 18-inch reinforced concrete pipe. The scope of work also included replacing 70’ of curb, 1 ADA ramp, 5’ of sidewalk, 125 square yards of asphalt, and restoration of sod at a total cost of \$51,793.84.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	51,793.84
Amount Budgeted:	\$	N/A
Funding Source:	225-0000-400-4027	
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 sinkhole located at Bradford Lane and Mallory Drive and ratifying Task Agreement No. 2019-7 in the amount of \$51,793.84.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Exhibit A – Task Agreement 2019-7 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: 2019-7	Funding Amount: 51,793.84 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
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Project Title: **Bradford & Mallory – 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.):
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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: <i>Andrew Breit</i>	Company Principal (if different):
Signature: _____	Signature: _____	Signature: <i>Andrew Breit</i>	Signature: _____
Date: _____	Date: _____	Date: <i>1/24/2019</i>	Date: _____

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

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 4/9/2019, R2019-32.

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

Bradford & Mallory - Scope of work for Bid

Please provide a "Itemized Bid" to perform the following scope of work including a start to completion schedule. A Traffic Control plan will be required with bid to close the roadway to install the new 18" RCP under Mallory Drive.

From Curb Inlet No. 716 (607 Mallory Drive) to approximately 72' to the east remove existing 18" CMP, install approximately 72' of new 18" RCP and tie-in to existing 18" CMP with a concrete collar.

Concrete curb & sidewalk replacement

Replace curb from radius point to radius point on the SW & SE corners of the intersection.

Replace effected sidewalk area on the SE corner of the intersection and ensure its ADA compliant regarding sidewalk ramp.

Asphalt replacement

2" Mill and Overlay with surface asphalt approximately 1,342 SF (see attached asphalt replacement MAP-blue dash lines).

Sod all affected areas due to construction repairs.

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 from 7:00am to 3:30pm, Monday through Friday excluding Holidays. 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.

Thank you,

Monte Johnson
Transportation Superintendent
City of Belton
(816) 331-9455 office
(816) 564-9307 cell

SECTION VII

J

R2019-93

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE THE JANIK GROUP FOR EMERGENCY REPAIR OF SINKHOLES LOCATED AT 805 COURTLAND COURT AND 804 MINNIE AVENUE AND RATIFYING TASK AGREEMENT NO. 2019-3 IN THE AMOUNT OF \$81,560.00.

WHEREAS, On June 12, 2019, two sinkholes were discovered in grassy areas at 805 Courtland Court and 804 Minnie Avenue. Based upon the Transportation Division’s inspection viewing the CCTV video that was performed by TREKK Design Group, it was determined that the sinkholes were due to a collapsed 72-inch oval corrugated metal pipe (CMP) at each location that is a part of the City’s stormwater conveyance system. The Transportation Division 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 R2019-33 on April 9, 2019), The Janik Group, LLC (Janik) was contacted for emergency repair services. Janik removed and replaced 40’ of the damaged 72-inch oval CMP at each property location. The scope of work also included replacing concrete curb, one curb inlet box, surface asphalt, and restoration of sod at a total cost of \$81,560.00; and

WHEREAS, the City Council believes that Task Agreement 2019-3 with Janik accurately reflects the work performed to repair sinkholes located at 805 Courtland Court and 804 Minnie Avenue on an emergency basis in the amount of \$81,560.00.

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

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

SECTION 2. That Task Agreement No. 2019-3, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$81,560.00 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: October 8, 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:

On June 12, 2019, two sinkholes were discovered in grassy areas at 805 Courtland Court and 804 Minnie Avenue. Based upon the Transportation Division’s inspection viewing the CCTV video that was performed by TREKK Design Group, it was determined that the sinkholes were due to a collapsed 72-inch oval corrugated metal pipe (CMP) at each location that is a part of the City’s stormwater conveyance system. The Transportation Division 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 On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-33 on April 9, 2019), The Janik Group, LLC (Janik) was contacted for emergency repair services. Janik removed and replaced 40’ of the damaged 72-inch oval CMP at each property location. The scope of work also included replacing concrete curb, one curb inlet box, surface asphalt, and restoration of sod at a total cost of \$81,560.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	The Janik Group	
Amount of Request/Contract:	\$	81,560.00
Amount Budgeted:	\$	N/A
Funding Source:	225-0000-400-4027	
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 The Janik Group, LLC for emergency repair of sinkholes located at 805 Courtland Court and 804 Minnie Avenue and ratifying Task Agreement No. 2019-3 in the amount of \$81,560.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A - Task Agreement #2019-3 and Scope of Work

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No: 2019-3

Funding Amount: \$81,560.00

Purchase Order No: N/A

Project Title: Emergency Sinkhole Repair – Courtland Ct. and Minnie

Contractor/Consultant (including subs): Janik Group

Division and Staff Project Manager: Monte Johnson

Project Management Manual reviewed: N/A

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

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

Check boxes below that apply:

Enrollment in E-Verify



Prevailing Wage



Certificate of Good Standing



Interim

Staff Signatures

Partner Signatures

Director of Public Works: *Michael Christopher* City Manager: Alexa Barton

Project Manager:

Company Principal (if different):

Signature: *Michael Christopher*

Signature: _____

Signature: *[Signature]*

Signature: _____

Date: *9/26/17*

Date: _____

Date: *8-13-19*

Date: _____

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

Project Discipline(s): Transportation Planning Water Wastewater Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and _____ (Professional), dated _____.

Attach scope of work, budget, and other supporting material



June 28, 2019

Attn: Monte Johnson
City of Belton
Office: 816-892-1269

RE: Requested Proposal for City of Belton Sink Hole Repair

Mr. Johnson:

The Janik Group greatly appreciates the opportunity to submit a proposal for the above referenced work.

Proposal Includes

- 805 Courtland Court
Material and Labor to excavate and replace 40' of 72" culvert pipe. Mobilization of heavy equipment. Provide erosion control, traffic control, pad and fill with ½" clean rock. Remove east fence for access and reinstall. Provide temp safety fence around work areas after work hours. Provide new fence with manway gate, from house to existing south fence. Provide and install sod in disturbed area.
- 806 Minnie Ave
Materials and Labor to excavate and replace 40' of 72" oval culvert pipe. Provide erosion control, traffic control. Mobilization of heavy equipment. Trim and Haul off waste from Pin Oak Tree over easement. Backfill with ½" rock. Remove and replace curb and 5' x 10' Box drain with cast in place lid. Concrete band pipe to box. Provide temporary safety fence around work areas. Sod disturbed areas.

*General Contractor
Construction Manager
Design-Builder*

www.thejanikgroup.com

- Total additional cost \$71,285.00

Excludes:

- Electrical work
- Permits
- Relocation of City or contractors equipment and/or supplies
- Unforeseen site conditions
- Material testing and engineering
- 806 Minnie, Tree removal

Note: Work will be performed next to and under the apron of the existing tree. There are great possibilities of making the tree unstable and/or damaging and the life of the tree.

All material is guaranteed to be as specified and the work to be performed in accordance with our best interpretation of the prints at hand and the intent of the scope of work referenced above. This work will be completed in a substantial workmanlike manner with payment to be made upon receipt of invoices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal price. All agreements are contingent upon strikes, accidents, and/or delays beyond the control of The Janik Group, LLC. The property/facility owner shall carry fire, tornado, and other necessary insurance upon this work. The Janik Group, LLC will furnish workmen's compensation and general liability insurance. This proposal may be withdrawn if not accepted within thirty (30) days. If you have any questions, or need further information, please call at your earliest convenience.

Respectfully Submitted
Dannie Hutchinson
816-560-2595



Acceptance of Proposal

*General Contractor
Construction Manager
Design-Builder*

www.thejanikgroup.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The Janik Group, LLC is authorized to do the work as specified. Payment will be made per the terms of the agreement.

Accepted. _____ Date _____



August 1, 2019

Attn: Monte Johnson
City of Belton
Office: 816-892-1269

RE: Requested Change order Proposal for tree removal and sewer repairs at 804 Minnie Ave,
City of Belton

Mr. Johnson:

The Janik Group greatly appreciates the opportunity to submit a proposal for the above
referenced work.

Proposal Includes

- 804 Minnie Ave. Tree Removal
Material, Equipment, and Labor to remove and haul off Pin Oak tree over culvert
pipe. Grind two stumps. Provide and install sod in disturbed area. Install a new
3" Autumn Blaze Tree. New sod installed. (Verbal Est. of \$5000 not to exceed
was before the new tree was added)
\$6,377.00
- 804 Minnie Ave. Credit Adjustment
Credit for the trim and disposal of existing Pin oak tree.
- \$880.00
- 804 Minnie Ave. Sewer Repairs
Materials, Equipment and labor to excavate and repair resident house sewer
service damaged during 72" storm drain install. The service was 22" below the
72" T.O.P. Following the discovery, a temporary lift pump, materials, and piping
was installed to transfer black water. The line was excavated and exposed back

General Contractor
Construction Manager
Design-Builder

www.thejanikgroup.com

to the bend where it exited the house structure. A new 4" PVC line was installed. New sod installed in disturbed areas.

\$4,778.00

- Total additional cost **\$10,275.00**

Excludes:

- Electrical work
- Permits
- Relocation of City or contractors equipment and/or supplies
- Unforeseen site conditions
- Material testing and engineering

All material is guaranteed to be as specified and the work to be performed in accordance with our best interpretation of the prints at hand and the intent of the scope of work referenced above. All rates are in accordance to the contract base pricing. This work will be completed in a substantial workmanlike manner with payment to be made upon receipt of invoices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal price. All agreements are contingent upon strikes, accidents, and/or delays beyond the control of The Janik Group, LLC. The property/facility owner shall carry fire, tornado, and other necessary insurance upon this work. The Janik Group, LLC will furnish workmen's compensation and general liability insurance. This proposal may be withdrawn if not accepted within thirty (30) days. If you have any questions, or need further information, please call at your earliest convenience.

Respectfully Submitted
Dannie Hutchinson
816-560-2595

*General Contractor
Construction Manager
Design-Builder*

www.thejanikgroup.com



Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The Janik Group, LLC is authorized to do the work as specified. Payment will be made per the terms of the agreement.

Accepted. _____ Date _____

SECTION IX

A

AN ORDINANCE APPROVING THE FINAL PLAT FOR ASPEN DENTAL IN THE CITY OF BELTON; A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDERS OFFICE.

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

WHEREAS, the Planning Commission convened a meeting on September 16, 2019, and reviewed and recommended approval of the final plat for Aspen Dental Belton to the City Council.

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

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

- Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Aspen Dental Belton final plat.
- Section 2.** The Mayor and the Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- Section 3.** The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- Section 4.** The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- Section 5.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

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, Missouri, 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 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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: October 8, 2019

DIVISION: Planning and Building Department

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

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

ITEM FOR CONSIDERATION:

Approval of a Final Plat for Aspen Dental Belton located at the southwest corner of 163rd and Markey Parkway.

PROPOSED CITY COUNCIL MOTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

A final development plan for Aspen Dental and a future retail building was reviewed and approved by the Planning Commission on July 15, 2019. The property is a 3.80 acre parcel at the southwest corner of 163rd Street and Markey Parkway. The property is zoned a C-2 General Commercial District. The dental office and a future retail building are permitted uses in this zoning district. The plan includes the adjacent 2.15 acre stream corridor as permanent open space

The final development plan authorized a one-story, 3,500 square foot medical office for Aspen Dental. A future phase of development on the site is for a 6,000 retail building. The development plan meets all the setback, building coverage, building height, lot area requirements, and parking standards of the Unified Development Code.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

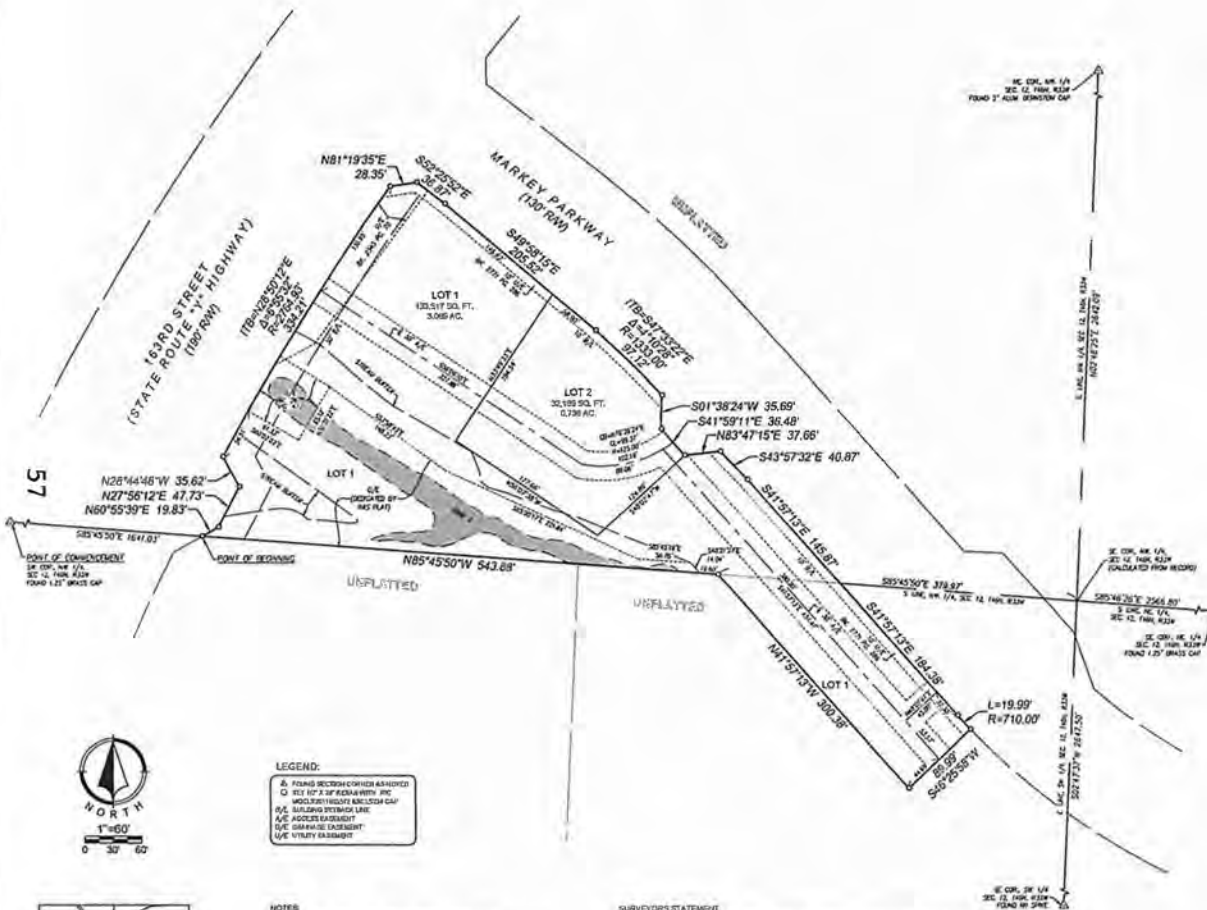
The Planning Commission considered the request at their meeting of September 16, 2019. The Planning Commission recommended approval of the application for a Final Plat Aspen Dental Belton as the final plat is consistent with the final development plan. The plat meets all final plat requirements of Section 36.35 of Unified Development Code.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Location Map

FINAL PLAT ASPEN DENTAL BELTON

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 46 NORTH,
RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI



LEGEND:
 B FOUND RECORD CORNER AND/OR
 Q 10' OR 2' PER EXISTING OR
 MODIFIED RECORD BENCHMARK CAP
 A/E BUILDING SETBACK LINE
 A/E ACCESS EASEMENT
 D/E SIDE WALK EASEMENT
 U/E UTILITY EASEMENT

NOTES:
 Basis of Bearings: Missouri State Plane, NAD 83, West Zone.
 All bearings and distances shown on this plat are measured and described unless otherwise noted.
 Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 38037C002P, revised January 2, 2013, this tract generally lies in:
 - OTHER AREAS, ZONE X, defined as areas determined to be subject to a 0.2% annual chance floodplain.
 - SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO REGULATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE A, defined as no base Flood Elevation is designated.

SURVEYOR'S STATEMENT:
 I hereby certify that this Subdivision Plat is based upon an actual survey conducted on the ground by me or under my direct supervision and that said survey was made or verified by the current Missouri Licensed Surveyor by Primary Boundary Survey, unless type property, as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects, written and survey in the field will be covered to the best of my professional knowledge and belief.

Brett E. Thompson, Missouri PLS-20000201
 bthompson@bco-survey.com



DESCRIPTION:
 A tract of land in the Northwest Quarter and the Southeast Quarter of Section 12, Township 46 North, Range 33 West of the Fifth Principal Meridian, in the City of Belton, Cass County, Missouri, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 12; thence South 65 degrees 50 minutes 50 seconds East, along the South line of said Northwest Quarter, a distance of 1,541.02 feet to a point on the Eastern right-of-way line of State Route "Y" Highway, as now established, said point being the Point of Beginning; thence North 02 degrees 59 minutes 30 seconds East, along said Eastern right-of-way line, a distance of 19.53 feet, thence North 27 degrees 50 minutes 12 seconds East, continuing along said Eastern right-of-way line, a distance of 47.73 feet, thence North 28 degrees 44 minutes 48 seconds West, continuing along said Eastern right-of-way line, a distance of 25.52 feet, thence on a curve to the right, with an initial tangent bearing of North 23 degrees 50 minutes 12 seconds East, having a radius of 2,734.93 feet, continuing along said Eastern right-of-way line, an arc distance of 334.21 feet, thence North 81 degrees 18 minutes 28 seconds East, continuing along said Eastern right-of-way line, a distance of 28.26 feet to a point on the Westerly right-of-way line of Markey Parkway, as now established; thence South 02 degrees 25 minutes 12 seconds East, along said Westerly right-of-way line, a distance of 30.07 feet, thence South 43 degrees 58 minutes 18 seconds East, continuing along said Westerly right-of-way line, a distance of 205.52 feet, thence on a curve to the right, with an initial tangent bearing of South 45 degrees 33 minutes 22 seconds East, having a radius of 1,332.00 feet, continuing along said Westerly right-of-way line, an arc distance of 87.12 feet, thence South 02 degrees 58 minutes 24 seconds West, continuing along said Westerly right-of-way line, a distance of 33.69 feet, thence South 41 degrees 59 minutes 11 seconds East, continuing along said Westerly right-of-way line, a distance of 30.48 feet, thence North 83 degrees 42 minutes 15 seconds East, continuing along said Westerly right-of-way line, a distance of 27.09 feet, thence South 43 degrees 57 minutes 32 seconds East, continuing along said Westerly right-of-way line, a distance of 40.87 feet, thence South 41 degrees 57 minutes 13 seconds East, continuing along said Westerly right-of-way line, a distance of 145.87 feet to a point on the South line of said Northwest Quarter; thence continuing South 41 degrees 57 minutes 13 seconds East, along said Westerly right-of-way line, a distance of 151.28 feet, thence on a curve to the left, being tangent to the last described course, having a radius of 710.00 feet, continuing along said Westerly right-of-way line, an arc distance of 19.99 feet, thence South 46 degrees 25 minutes 59 seconds West, a distance of 69.60 feet, thence North 61 degrees 57 minutes 13 seconds West, a distance of 500.38 feet to a point on said South line of the Northwest Quarter; thence North 85 degrees 45 minutes 50 seconds West, along said South line of the Northwest Quarter, a distance of 543.88 feet to the Point of Beginning and containing 85,672 square feet or 3.062 acres, more or less.

DEDICATION:
 The undersigned proprietor of the Real Estate described herein has caused the same to be subdivided in the manner shown on this plat, which subdivision and plat shall constitute the basis for a DEED OF REAL ESTATE.

An easement or license in, over, upon, under and upon or across the location, construction, maintenance or use of streets, or surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through those streets outlined and designed on this plat as "Drainage Easement" or "UE" is hereby granted to the City of Belton, Missouri. Drainage easements shall be held in trust for the benefit of the City of Belton with the use and proper maintenance of storm drainage facilities. Drainage easements shall be maintained in perpetuity by the property owner(s) and shall not be the responsibility of the city.

A perpetual easement of access over, across and upon all areas designated on this plat as "Access Easement" or "AE", is hereby granted for ingress and egress of all owners, guests and invitees of Lot 1 and Lot 2.

UTILITY EASEMENTS MAINTENANCE: All utility easements shall be maintained and preserved in perpetuity by the property owner(s) and shall not be the responsibility of the city.

STREETS: Streets shown on this plat and not heretofore dedicated for public use as "Access Highways" are hereby so dedicated.

BUILDING LINES: Building lines or setbacks shall be hereby established, as shown on the accompanying plat, no building or portion thereof shall be built between the line and the lot line nearest thereto.

IN TESTIMONY WHEREOF: The undersigned owner(s) have subscribed their names:
 On this _____ day of _____, 2019.

Hanson Enterprises, LLC
 Harold Robert Hanson, Jr., Member

NOTARY CERTIFICATE:
 STATE OF _____
 COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 2019, before me a Notary Public in and for said County and State, came Harold Robert Hanson, Jr., Member of Hanson Enterprises, LLC, who is personally known to me to be the owner, proprietor and the foregoing individual of a part of said company, and he has acknowledged the execution of the same to be the act and deed of said company.

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

Notary Public: _____ My Appointment Expires: _____

PLANNING COMMISSION:
 This Plat of "ASPEN DENTAL BELTON" has been submitted to and approved by the Planning Commission of Belton, Missouri on this _____ day of _____, 2019.

Chairman: _____ Secretary: _____

CITY COUNCIL:
 This is to certify that the within plat was duly submitted to and approved by the City Council of Belton, Missouri, by Ordinance No. _____, duly substantiated as passed on this _____ day of _____, 2019.

Mayor: J. W. Davis City Clerk: Andrea Cosgraves

Entered on transfer record this _____ day of _____, 2019.

County Recorder: _____

ASPEN DENTAL BELTON

Designed For:
 Harold Robert Hanson, Jr.
 Hanson Enterprises, LLC
 3620 E. Pine Hill Road
 Oak Grove, MO 64075


Date of Preparation: July 17, 2019
 Revised: August 28, 2019

132 Allen Avenue
 Kansas City, Kansas 66103
 816.317.6500
 www.hansonrl.com

Belton, MO



- Legend**
- Street
 - Parcel
 - Subdivision
 - Parks
 - Cemetery

1 in. = 122ft. 

Notes

244.1 0 122.07 244.1 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

SECTION IX

B

AN ORDINANCE APPROVING THE 2020 INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT FOR PARTICIPATING IN THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.

WHEREAS, the Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) has managed the Regional Household Hazardous Waste (HHW) Collection Program since 1997. Kansas City and Lee’s Summit operate permanent HHW collection facilities and agreed to create a regional HHW program for the benefit of all members of the SWMD, and

WHEREAS, the Cities of Belton and Raymore partner in carrying out this event for residents in the two cities. The 2020 program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures. An Intergovernmental Agreement between the MARC Solid Waste Management District and Belton, Missouri relating to the Regional Household Hazardous Waste Collection Program needs to be executed. An invoice for the cost of Belton’s participation in the program will be forthcoming in the amount of \$25,249.86; and

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

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

SECTION 1. That the 2020 Intergovernmental Agreement between the Mid-America Regional Council Solid Waste Management District and the City of Belton relating to the regional Household Hazardous Waste Program, attached as **Exhibit A**, is hereby approved for purposes described above.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of October, 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 ordinance was regularly introduced for first reading at a regular meeting of the City Council held on the ____ day of _____, 2019, and therefore 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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: October 8, 2019

DIVISION: Public Works

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

ISSUE/RECOMMENDATION:

The Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) has managed the Regional Household Hazardous Waste (HHW) Collection Program since 1997. Kansas City and Lee’s Summit operate permanent HHW collection facilities and agreed to create a regional HHW program for the benefit of all members of the SWMD. The City of Belton has approved of this partnership and participated in the Regional HHW Collection Program since 1997. The Cities of Belton and Raymore partner in carrying out this event for residents in the two cities. The 2020 program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures. An Intergovernmental Agreement between the MARC Solid Waste Management District and Belton, Missouri relating to the Regional Household Hazardous Waste Collection Program needs to be executed. An invoice for the cost of Belton’s participation in the program will be forthcoming in the amount of \$25,249.86.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	MARC
Amount of Request/Contract:	\$ 25,249.86
Amount Budgeted:	\$ 28,000.00
Funding Source:	225-0000-400-3020 (\$12,624.93); 660-0000-400-3020 (\$12,624.93) – Contractual Services

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance approving the 2020 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the regional Household Hazardous Waste Program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Exhibit A – 2020 Intergovernmental Agreement

2020

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

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

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

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

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

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

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

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

I *Definitions*

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

II *Effective Date*

Belton, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2020**.

III *Termination*

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

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

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

IV *Duties of Participating Member*

A. **Fees.** **Belton, Missouri** agrees to pay the sum of **\$25,249.86** participate in the 2020 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice Payment of any remaining balance shall be paid within the following six months.

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

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2020. No pro ration of fees is applicable under this agreement.

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

V *Services Provided by the SWMD*

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

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

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

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

VI *Reports*

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

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

VII *Insurance*

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

VIII *Legal Jurisdiction*

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

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date : _____

Marie Steiner, Chair

Print Name

Print Title

SECTION IX

C

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SIGN THE AGREEMENT BETWEEN THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) AND THE BELTON POLICE DEPARTMENT FOR DESTINATION SAFE GRANT.

WHEREAS, the Chief of Police is hereby authorized to sign an agreement for a program called Blueprint for Safer Roadways through Missouri Department of Transportation in the amount of \$2,958.00.

WHEREAS, the Police Department has been approved to receive funds from the Missouri Department of Transportation safety to present a program for high school students called Teen Summit.

WHEREAS, The funds from the grant will purchase adult size peddle cars and impaired goggles for a program regarding drunk driving.

Section 1. That the City Council hereby authorize and approves the Missouri Department of Transportation Destination Safe Grant Exhibit A to the Ordinance, for the grant being carried out by the Belton Police Department.

Section 2. That the Chief of Police is authorized to submit the grant applications for the Missouri Department of Transportation Highway Safety.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME:

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 the foregoing ordinance was regularly introduced for the 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:

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: October 8, 2019
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: The Belton Police Department applied for the Destination Safe Grant with the Missouri Department of Transportation Highway Safety for a total of \$2,958.00. These funds are for the activity of High School Impaired Driving Awareness.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing the Chief of Police to authorize on behalf of the department to participate in the Destination Safe Grant through the Missouri Department of Transportation for Highway Safety Grant funds totaling \$2,958.00.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
The Police Department applied for a MoDot Highway Safety for \$2,958.00 known as Destination Safe Grant. This grant will be used to purchase adult size peddle cars and vision impaired goggles. The program is called Teen Summit.

IMPACT / ANALYSIS:
The State Road funds, which are the subject of this Agreement, will support the activity of High School Impair Driving Awareness to further Missouri's Blueprint for Roadway Safety.

FINANCIAL IMPACT

Contractor:	State of Missouri - Missouri Department of Transportation
Amount of Request/Contract:	\$
Amount Budgeted:	\$ 2,958.00
Funding Source:	Highway Safety Activity Funds
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

MoDOT Blueprint for Safer Roadways Program Agreement

CCO Form: HS2
Approved: 01/05 (BDG)
Revised: 12/12 (ASB)
Modified:

Award name/number: BPCKC92Z
Award year: FY2020

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of Belton, a municipal corporation in the State of Missouri (hereinafter, "City")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: High School Impair Driving Awareness

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to

Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name,

date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than Two Thousand Nine Hundred and Fifty Eight dollars (\$2,958.00) for this Blueprint safety project.

(12) USE OF FUNDS: Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Pay Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON

Title: District Engineer

By _____

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.

SECTION IX

D

AN ORDINANCE APPROVING A RENTAL INSPECTION PROGRAM IN THE CITY OF BELTON, MISSOURI, BY ADDING A NEW ARTICLE V TO CHAPTER 10 OF THE UNIFIED DEVELOPMENT CODE.

WHEREAS, the City Council has a priority of enhanced code enforcement throughout the City of Belton; and

WHEREAS, the City staff researched and prepared a recommendation of a Rental Inspection Program to the Code Enforcement Advisory Committee for review and discussion at their meetings of September 12 and November 14, 2018, and August 28, 2019; and

WHEREAS, the Code Enforcement Advisory Committee has recommended approval of a Rental Inspection Program to the City Council; and

WHEREAS, the City Council reviewed the recommendation of the Code Enforcement Advisory Committee at their meetings of January 22, May 28, and August 13, 2019 and prepared a final ordinance for adoption of the Rental Inspection Program; and

WHEREAS, the City Council believes it is in the best interest of the City to approve the Rental Inspection Program as a method to protect the health, safety and welfare of residents.

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

Section 1. That Chapter 10-Buildings and Structures, of the Unified Development Code, is hereby amended as follows to add Article V:

Article V. Rental Inspection Program.

Section 10-140. Purpose and Scope.

- A. The purpose of this Section is to protect the general health, welfare, and safety of the residents of Belton, Missouri residing in rental dwellings. The intent of this Section is to:
 - 1. Promote safe living conditions in residential properties;
 - 2. Protect the character and stability of residential neighborhoods;
 - 3. Prevent and correct housing conditions which are likely to adversely affect the safety, health and welfare of residents of rental properties;
 - 4. Preserve property and building values throughout the city;
 - 5. Enforce minimum standards in accordance with the International Property Maintenance Code for exterior and interior areas of rental housing and property;
 - 6. Protect the public from increased criminal activity which tends to occur in blighted and substandard areas.

- B. It is not the intent of the City to intrude upon contractual relationships between tenants and landlords; nor does the City intend to intervene as an advocate for either party, act as an arbiter, or hear complaints from tenants or landlords which are not specifically related to the provisions of this Section.

Sec. 10-141. Applicability.

- A. The provisions of this Article shall apply to all rental dwellings as defined in Chapter 6, Article XXI of the Code of Ordinances.

One (1) rental license shall be issued for each rental dwelling building under common ownership and shall be deemed to cover all rental dwelling units in the building. In the event any rental dwelling building has different ownership for the units therein, each individual owner shall be required to obtain a separate rental license. (For example, if each dwelling unit in a duplex is owned by separate owners, each owner must obtain a separate rental license.)

- B. City Authority. The City shall have authority to exercise its powers under this Article including the power to issue, renew, deny, revoke or suspend a rental license; and to declare a rental dwelling in violation of this Article. These powers shall apply to any rental dwelling, in whole or in part.

Sec. 10.142. Rental Inspection and Fees.

The City shall be provided with an approved inspection report from one of the City's approved inspection firms to determine compliance with this Article.

- A. The owner shall choose, from a list provided by the City, an approved third-party inspection firm to perform an inspection of the rental dwelling, beginning in April 2020 and every other year thereafter.
- B. The third-party inspection firm will perform said inspection utilizing an inspection checklist provided by the City.
- C. The third-party inspection firm will provide the City with documentation of the inspection verifying compliance with the inspection checklist and whether the rental dwelling unit passed or failed said inspection.
- D. In the case of multi-family buildings (6 or more rental dwelling units in a single building) the third-party inspection firm will inspect 25% of the total units per building, alternating units at each rental inspection period.

- E. The current rental inspection fees are established by the third-party rental inspection companies and are subject to change without notice. Payment of inspection fees are to the third-party provider and not the City.
- F. Notice of Violation. If an inspection reveals Code violations, the City shall serve a Violation Notice and Order to Abate upon the owner and tenant. The notice shall provide specific code sections in violation and provide a deadline for abating said violations.
- G. Non-compliance. Failure to correct any violations by the deadline stipulated in the Violation Notice and Order to Abate may result in the revocation or suspension of the rental license and/or prosecution in Municipal Court, as well as abatement of the violation by the City.
- H. Right-of-Entry. If entry is refused onto the property or in the rental dwelling unit, the City reserves the right to utilize every legal remedy provided by law to secure entry, including but not limited to application for an administrative search warrant.

Section 4. That this ordinance shall take effect and be in full force from and after its passage and approval.

Section 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended or repealed.

Read for the first time: October 8, 2019

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 ____ 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

SECTION X

A

R2019-94

A RESOLUTION OF THE CITY OF BELTON, MISSOURI, APPROVING A DEMOLITION CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI, AND DENTON EXCAVATING, INC., D/B/A MIDLAND WRECKING FOR THE REMOVAL OF A DANGEROUS STRUCTURE LOCATED AT 17219 CHULA VISTA DRIVE WITHIN THE CITY OF BELTON, MISSOURI.

WHEREAS, the residential structure located at 17219 Chula Vista Drive has been determined to be dangerous and ordered to be demolished without delay by the Building Commission. The Findings of Fact and Conclusions of Law are attached hereto as **Exhibit 1**; and,

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

WHEREAS, a closed bid was solicited by four (4) companies for the removal of the dangerous residential structure in its entirety and restoring the lot to a serviceable condition; and,

WHEREAS, the City has determined that Denton Excavating, Inc., d//b/a Midland Wrecking, to be the lowest, best and most responsive bidder; and

WHEREAS, the City Council believes approving this Demolition Contract is in the best interest of its citizens and the services provided by the aforementioned contract are essential in supporting code enforcement and building inspection activities.

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

Section 1. That this resolution approving the Demolition Contract to perform the services as described therein in the amount not to exceed \$5,740.00 and herein attached and incorporated as **Exhibit 2**, is hereby approved and the City Manager is hereby authorized to execute the same.

Section 2. This resolution shall take effect and be in full force 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)
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 on the ___ day of _____, 2019, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

**BID TABULATION FOR DEMOLITION CONTRACT FOR REMOVAL OF
DANGEROUS STRUCTURE LOCATED AT 17219 CHULA VISTA DRIVE**

Contractor	Amount
Earthworks Excavation	\$19,180.10
Denton Excavating, Inc. d/b/a Midland Wrecking	\$5,740.00
Kaw Valley Companies, Inc.	\$7,800.00
Harvey Brothers Trucking & Wrecking Co. Inc.	\$7,400.00

EXHIBIT 1

MACLEOD PROPERTY AT 17219 CHULA VISTA DRIVE, BELTON, MISSOURI

EVIDENTIARY HEARING JUNE 13, 2019

BEFORE THE BELTON BUILDING AND FIRE PREVENTION CODE
BOARD OF APPEALS

ORDER OF ABATEMENT WITH
FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Board finds that the structure located at 17219 Chula Vista Drive is a **dangerous building and public nuisance** and hereby order the property owner to **demolish** the structure.

Findings of Fact

1. This property is owned solely by Steven MacLeod as evidenced by a Missouri Special Warranty Deed dated October 13, 2005 and recorded with the Cass County Recorder of Deeds on October 14, 2005.
2. There was a fire at the house on February 25, 2019, as evidenced by the fire report and subsequent photos taken.
3. An Ownership and Encumbrance Report was received from Accurate Title Company on April 9, 2019, listing Steven MacLeod as the property owner. It also revealed that the property taxes are delinquent.
4. Following this review, the Building Official determined in his opinion that the house had become a dangerous building and public nuisance as defined by Chapter 10, Article III, Section 10-92 of the Belton Unified Development Code because of: 1) charred and damaged framing elements of the roof have allowed weather conditions to continue deteriorating the interior of the structure, and if not addressed, the damaged roof may fail causing injury or damage to the property; 2) continued water penetration, lack of air circulation, lack of light and no utilities to heat or cool the house since the fire and board up; 3) inadequate safe egress from the condition of the structure after the fire event; and 4) its present condition serving as an attractive nuisance to homeless and/or unauthorized personnel.
5. The property owner and all interested parties were properly notified of the above determinations and results of the building inspections including all violations of the dangerous building and public nuisance laws and was requested to repair or demolish the structure.
6. The property owner failed to comply with the orders of the building inspector to repair or demolish the structure.
7. The property owner and all interested parties was properly notified of a hearing to determine the facts and disposition of the structure at 17219 CHULA VISTA DRIVE.
8. On the day of the hearing, Mr. McLeod expressed his desire to repair the structure but failed to present any supporting evidence that the structure is salvageable.

Conclusions of Law

1. There is substantial and competent evidence, including, but not limited to: 1) charred and damaged framing elements of the roof have allowed weather conditions to continue deteriorating the interior of the structure, and if not addressed, the damaged roof may fail causing injury or damage to the property; 2) continued water penetration, lack of air circulation, lack of light and no utilities to heat or cool the house since the fire and board up; 3) inadequate safe egress from the condition of the structure after the fire event; and 4) its present condition serving as an attractive nuisance to homeless and/or unauthorized personnel, to find that the structure at 17219 CHULA VISTA DRIVE is a dangerous building and public under the Chapter 10, Article III of the Unified Development Code of the City of Belton, Missouri.
2. This evidence elicited and admitted into the record at the hearing, and partially referenced above, establishes that the structure at 17219 CHULA VISTA DRIVE constitutes a dangerous building and public nuisance under Chapter 10, Article III of the Unified Development Code of the City of Belton, Missouri.
3. The house at 17219 CHULA VISTA DRIVE is not in repairable condition.

Order

1. The property owner is hereby ordered to demolish the structure located at 17219 CHULA VISTA DRIVE. If within 30 days of the issuance of this order, the property owner or any other interested party, as said term is defined by the Unified Development Code of the City of Belton, Missouri or Missouri law, has not either complied with this order or has not substantially complied with this order, the City may take all actions necessary to bring the structure into compliance with this order and levy any costs incurred by the City to the property owner and place a lien upon the property for the same.

EXHIBIT 2

DEMOLITION CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between Denton Excavating, Inc., d/b/a Midland Wrecking hereinafter called the "Contractor," and the City of Belton, Missouri, hereinafter called the "Owner." In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

The Contractor shall comply with the following provisions:

1. **LABOR, MATERIALS AND WORK WRITE-UP**
Furnish all labor, materials, supervision, and services necessary to do the work specified in the "Work write-up" attached and made a part hereof for the total sum of \$5,740.00.
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. **UNAUTHORIZED ALIENS:** Pursuant to RSMo 285.530(1), by its sworn affidavit, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Effective July 7, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

3. **NOTICE TO PROCEED**
Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within 30 calendar days thereafter.
4. **SPECIFICATIONS, CODES AND REGULATIONS**

Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of Belton, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

5. INSURANCE

- a. The Contractor shall procure and maintain in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. All subcontractors hired by the Contractor to perform services under this Agreement must also meet these insurance requirements:
 1. Commercial General Liability Insurance: with a minimum limit \$429,799 for any one person per occurrence and \$2,865,330 for claims arising out of a single accident or occurrence, written on an "occurrence" basis. The minimum limits for commercial general liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.
 2. Workers' Compensation Insurance: with a minimum limit as required by state statute.
 3. Commercial Automobile Liability Insurance with a minimum limit of \$429,799 for any one person per occurrence and \$2,865,330 for claims arising out of a single accident or occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractors. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.
- b. Certificates of Insurance acceptable to the Owner shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.

6. ASBESTOS COMPLIANCE

- a. The Contractor shall comply with the Missouri Air Conservation law, 643 RSMo §§ 225-250, Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250 and EPA regulations at 40 CFR Part 61 governing asbestos.

7. PERMITS AND LICENSES

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

8. DEBRIS AND MATERIAL REMOVAL

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up". Dispose of demolition debris in compliance with State and Federal laws.

9. ASSIGNMENTS AND SUBCONTRACTS

Not assign the contract or subcontract any portion of this contract without written consent of the Owner. The request for the assignment must be addressed to the City of Belton, Missouri,

506 Main Street, Belton, Missouri 64012. The Contractor is responsible for all work carried out by any subcontractor.

10. SUBCONTRACTS TO CITY OFFICIALS

Shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of Belton or its designees or agents, members of the governing body of the City of Belton, and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

11. GUARANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the State of Missouri harmless should the Contractor not return to correct defects covered under this warranty. The Owner will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

12. SUSPENSION OF WORK, TERMINATION AND DELAY

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- b. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the

project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Project Administrator and incorporated in a Change Order.

- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- d. After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- e. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within (30) days after it is submitted, or the Owner fails to recommend payment to the Contractor substantially the sum approved by the Owner or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.
- f. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

13. PAYMENTS TO CONTRACTOR

- a. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Owner a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project. The Owner may authorize a draw at 50% completion of the work, with 10% retainage withheld in emergency situations. However, normally the Owner will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.
- b. Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- c. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the

restoration of any damaged work except such as may be caused by agents or employees of the Owner.

- d. Upon completion and acceptance of the work, the owner shall issue a certificate attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.
- e. The Contractor hereby identifies and saves the Owner or the Owner's agents, and the Missouri Department of Economic Development or the Department of Economic Development's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- f. If the Owner fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

14. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

15. CHANGES IN THE WORK

- a. The owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Owner shall review and give final approval to all Change Orders.

- b. The Owner may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner.

16. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the Owner the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Project Administrator.
 - 1. To any preference, priority or allocation order duly issued by the Owner.
 - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract
 - 3. the Owner, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - 4. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.

18. EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Owner.
- i. For contracts in excess of \$10,000, equal opportunity provisions of "Attachment A" shall apply to this contract.

19. TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in

connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

22. GENERAL PROVISIONS

- a. This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- b. The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work in carrying out HUD requirements and city codes and policies.
- c. No member, officer or employee of the City of Belton, Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

Contractor:
DENTON EXCAVATING, INC., D/B/A
MIDLAND WRECKING

Owner:
CITY OF BELTON, MISSOURI

By: _____

By: _____

Print Name: _____

Print Name: Alexa Barton

Title: _____

Title: City Manager

PO Box 14906
Lenexa, KS 66285

506 Main Street
Belton, MO 64012

(913) 432-0314

(816) 331-4331

WORK WRITE-UP

**DENTON EXCAVATING, INC. dba
MIDLAND WRECKING
P.O. BOX 14906, LENEXA, KS 66285
Phone: (913) 432-0314(913) Fax: (913) 432-6021
Jaimo217@msn.com**

September 24, 2019

Phone: 816-892-1268

816-331-4331

Attn: Brian Hunt

Email: bhunt@belton.org

Job Location: 17219 Chula Vista Drive Belton, MO 64012

We propose and agree to finish all labor, material, equipment, and insurance necessary to complete subject work, in accordance with the following:

*****REMOVAL OF RESIDENTIAL HOUSE:**

- REMOVE RESIDENTIAL HOUSE (DRIVEWAY STAYS)
- ASBESTOS INSPECTION ONLY (NO REMOVAL IF ANY)
- DISCONNECT OF ALL UTILITIES (EXCLUDING WATER – OWNER TO PROVIDE)
- SEED AND STRAW DISTURBED AREA
- SECURE DEMOLITION PERMIT
- ALL DEBRIS TO GO TO CERTIFIED LANDFILL, PROVIDE PROOF

FOR THE SUM OF: \$5,740

EXCLUSIONS:

- NO ASBESTOS OR HAZARDOUS WASTE REMOVAL
- NO DRIVEWAY REMOVAL
- NO TREE REMOVAL
- NO WATER KILL
- NO IMPORT OF ANY FILL
- NO MAINTENANCE OF SEED AND STRAW

NOTE: PAYMENT DUE UPON COMPLETION AFTER FINAL INSPECTION

This proposal is limited to thirty days acceptance from date hereof.

This proposal excludes any natural rock encountered.

This proposal excludes handling of any hazardous materials.

Any and all salvage materials recovered will become property of Denton Excavating, Inc dba Midland Wrecking.

The Company shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control. The Company carries Workmen's Compensation and Public Liability Insurance, but does not assume risks of any other character under this contract.

After acceptance by the Owner in the space below, this contract shall be binding either upon approval by an officer of the Company or upon commencement of the work by the Company and shall constitute the entire agreement between the Company and the Owner. No oral terms or representations shall be considered a part of the agreement.

Accepted By: _____
SIGNATURE

**Denton Excavating dba
Midland Wrecking**

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of **Denton Excavating, Inc., d/b/a Midland Wrecking** (hereinafter “Contractor”), whose business address is PO Box 14906, Lenexa, Kansas, 66285, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton, Missouri:

Demolition services as outlined in the Demolition Contract

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[SIGNATURE]

[_____] , Affiant

Subscribed and sworn to before me this _____ day of _____, 2019.

My Commission Expires:
Commissioned in _____ County

Notary Public
State of _____

Commission #

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division