Agenda of the Belton City Council
August 10, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
https://www.belton.org/watch

I. CALL PUBLIC HEARING TO ORDER

NOTICE OF PUBLIC HEARING

A public hearing will be held at 6:00 p.m., August 10, 2021, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2021 and ending March 31, 2022. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor's Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per $100 valuation.

Assessed Valuation (*applies to calendar year 2021*):

(By Categories)

	Current Tax Year 2021	Prior Tax Year 2020
Real Estate	**$ 264,093,731**	**$ 243,811,046**
Personal Property	**61,047,953**	**57,555,425**
Total Assessed Valuation	**$ 325,141,684**	**$ 301,366,471**

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

	Property Tax Revenue FY2022 Budget	Proposed Tax Rate FY2022	*Prior* Year Tax Rate FY2021
General Fund	**$ 1,714,000**	**$ 0.4942**	**$ 0.5116**
Parks & Recreation	**689,000**	**0.2199**	**0.2276**
Debt Service	**4,000,000**	**1.3305**	**1.3305**
Total	**$ 6,403,000**	**$ 2.0446**	**$ 2.0697**

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

II. ADJOURN PUBLIC HEARING

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

III. CALL MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – Councilmember Peek

V. ROLL CALL

VI. PERSONAL APPEARANCES

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 July 27, 2021, City Council Meeting.**

Page 7

B. **Motion approving the July 2021 Municipal Division Summary Report for Municipal Court.**

Page 13

C. Motion approving Resolution R2021-63
A resolution approving the purchase of four (4) new 2022 Ford Utility PI vehicles in the amount of $137,732.00 from Shawnee Mission Ford.

This purchase is within budget for FY2022.

Page 27

D. Motion approving Resolution R2021-64
A resolution approving the renewal of the outdoor warning siren system maintenance agreement with Blue Valley Public Safety, Inc.

Page 33

E. Motion approving Resolution R2021-65
A resolution approving a Contract for Services with Independent Salt Company for the purchase of 1,200 tons of bulk road salt with delivery in the not-to-exceed amount of $63,888.00.

Page 43

F. Motion approving Resolution R2021-66
A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley Subdivision and ratifying Task Agreement 2021-4 in the amount of $183,894.00, as allocated in the FY22 budget.

Page 67

G. Motion approving Resolution R2021-67
A resolution approving a Contract for Services with Pyramid Excavation and Construction, Inc. to replace two (2) culverts and related road repair in the not-to-exceed amount of $379,495.78.

Page 72

VIII. REGULAR AGENDA

A. Motion approving the final reading of Bill No. 2021-42
An ordinance approving the First Amendment to the Old Town Belton Redevelopment Plan to approve the 1100 Main Street Project as Redevelopment Project 2021-1 and to authorize tax abatement as described therein.

B. Motion approving the final reading of Bill No. 2021-43
An ordinance approving the Second Amendment to the Old Town Belton Redevelopment Plan to approve the 412 4th Street Project as Redevelopment Project 2021-3 and to authorize tax abatement as described therein.

C. Motion approving the final reading of Bill No. 2021-44
An ordinance approving the Third Amendment to the Old Town Belton Redevelopment Plan to approve the 402 Main Street Project as Redevelopment Project 2021-4 and to authorize tax abatement as described therein.

D. Motion approving the final reading of Bill No. 2021-45
An ordinance approving the Fourth Amendment to the Old Town Belton Redevelopment Plan to approve the 514 Minnie Avenue Project as Redevelopment Project 2021-5 and to authorize tax abatement as described therein.

E. Motion approving both readings of Bill No. 2021-46
An ordinance authorizing the Finance Director to execute documents relating to securing funds on behalf of the City through the American Rescue Plan Act being administered by the Missouri State Treasurer's Office.

Page 105

F. Motion approving the first reading of Bill No. 2021-47
An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2022.

Page 118

G. Motion approving the first reading of Bill No. 2021-48
An ordinance approving a Contract for Services with Haren Contracting, LLC for the Public Works Facility renovation in the not-to-exceed amount of $665,140.33 and the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.

Page 121

H. Motion approving the first reading of Bill No. 2021-49
An ordinance approving a Special Use Permit to allow an Animal Services/Kennel in a C-2 General Commercial District, located at 342 North Scott Avenue, Belton, Cass County, Missouri.

Page 160

I. Motion approving the first reading of Bill No. 2021-50
An ordinance approving a vacation of an existing sanitary sewer easement located East of 163rd Street and North of Bradford Place Second Plat, in the City of Belton, Cass County, Missouri.

Page 170

J. Motion approving the first reading of Bill No. 2021- 51
An ordinance approving the Fifth Amendment to the Old Town Belton Redevelopment Plan to approve the 402 2nd Street Project as Redevelopment Project 2021-2 and to authorize tax abatement as described therein.

A public hearing regarding the proposed Fifth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-2 pursuant to Section 353.110.3(2), RsMO.

Page 176

IX. CITY COUNCIL LIAISON REPORTS

X. MAYOR'S COMMUNICATIONS

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

XI. CITY MANAGER'S REPORT

August/September 2021 City Council Meetings – 6:00 p.m.
August 17, 2021
August 24, 2021
September 14, 2021
September 21, 2021

XII. COMMUNICATIONS FROM CITY COUNCIL

XIII. ADJOURN MEETING

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

SECTION VII
A

Minutes of the Belton City Council
July 27, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Larkey called the work session to order at 6:00 p.m. Sheila Ernzen, Assistant City Manager and Finance Director, discussed the June 2021 financial report. Greg Rokos, Public Works Director, provided an overview of the sanitary sewer (Wastewater) System and Wastewater Treatment Plant.

Being no further business, Mayor Larkey adjourned the work session at 6:33 p.m. and called the meeting to order.

Councilmember Trutzel led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Tim Savage, Rob Powell, Chet Trutzel, Angela Kraft, Lorrie Peek, Allyson Lawson

Councilmembers absent: Perry Gough, Dave Clark

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

PERSONAL APPEARANCES

Corey Snead, Butler City Clerk, presented Andrea Cunningham, Belton City Clerk, with the Missouri Registered City Clerk-Continuing Certification.

CONSENT AGENDA

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

- **approving the minutes of the July 13, 2021, City Council Meeting**
- **approving the June 2021 Municipal Division Summary Report for Municipal Court**
- **authorizing a temporary liquor permit for Broken Hatchet for the Fall Festival on September 10 and 11, 2021, in an approved closed area located as follows and shown on the attached map.**
- approving Resolution R2021-62: **A resolution approving a Water Tank Maintenance Contract with Utility Service Co., Inc. to provide inspection and maintenance services for the Markey 3-million-gallon composite water tower.**

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

REGULAR AGENDA

Ms. Cunningham gave the final reading of Bill No. 2021-38: **An ordinance approving a final plat for Southview Commerce Center South 4th Plat; a tract of land in the Northwest quarter of the Northwest quarter of Section 1, 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.
Presented by Councilmember Trutzel, seconded by Councilmember Peek. Councilmember Powell stated an approval of this ordinance is authorizing truck parking within 100 feet of homes. Vote on the final reading was recorded:
Ayes: 6 Mayor Larkey, Savage, Kraft, Trutzel, Peek, Lawson
Noes: 1 Powell
Absent: 2 Gough, Clark
Bill No. 2021-38 was declared passed and in full force and effect as **Ordinance No. 2021-4640**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-39: **An ordinance approving a final plat for Southview Commerce Center 5th Plat, being a replat of certain lots in Sunset Hills 2nd Plat, as specified in the plat legal description, the replat being a tract of land in the Northeast quarter of the Northwest quarter of Section 1, 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.**
Presented by Councilmember Trutzel, seconded by Councilmember Savage. Vote on the final reading was recorded:
Ayes: 7 Mayor Larkey, Lawson, Kraft, Trutzel, Savage, Powell, Peek
Noes: 0
Absent: 2 Gough, Clark
Bill No. 2021-39 was declared passed and in full force and effect as **Ordinance No. 2021-4641**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-40: **An ordinance approving a final plat for Sunset Hills 3rd Plat; being a replat of certain lots in Sunset Hills 2nd Plat and Sunset Hills Addition, as specified in the plat legal description, the replat being a tract of land in the Northeast quarter of the Northwest quarter of Section 1, 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.**
Presented by Councilmember Trutzel, seconded by Councilmember Savage. Councilmember Powell asked if Northpoint will build the streets or will it be the developer. Dave Clements, Director of Planning and Building, stated it will be Northpoint. Vote on the final reading was recorded:
Ayes: 7 Lawson, Kraft, Trutzel, Savage, Peek, Powell, Mayor Larkey
Noes: 0
Absent: 2 Gough, Clark
Bill No. 2021-40 was declared passed and in full force and effect as **Ordinance No. 2021-4642**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. Bill No. 2021-41: **An ordinance approving a final plat for Traditions 5th Plat; a tract of land in the Southwest quarter of Section 18, Township 46 North, Range 32 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.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. Vote on the final reading was recorded:
Ayes: 7 Lawson, Kraft, Trutzel, Savage, Peek, Powell, Mayor Larkey
Noes: 0
Absent: 2 Gough, Clark
Bill No. 2021-41 was declared passed and in full force and effect as **Ordinance No. 2021-4643**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. Bill No. 2021-42: **An ordinance approving the First Amendment to the Old Town Belton Redevelopment Plan to approve the 1100 Main Street Project as Redevelopment Project 2021-1 and to authorize tax abatement as described therein.**
Presented by Councilmember Peek, seconded by Councilmember Kraft. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments. Carolyn Yatsook, Economic Development Director, stated each redevelopment project will come before the Council as an amendment to the Old Town Belton Redevelopment Plan. The Old Town Belton Redevelopment Corporation Board met on July 1, 2021, to discuss project 2021-1. They unanimously voted to approve this project. Wanda Thompson, 1100 Main Street, was present and voiced her excitement to be part of this program. There was no one else present to submit comments. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. Bill No. 2021-43: **An ordinance approving the Second Amendment to the Old Town Belton Redevelopment Plan to approve the 412 4th Street Project as Redevelopment Project 2021-3 and to authorize tax abatement as described therein.**
Presented by Councilmember Trutzel, seconded by Councilmember Kraft. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments. Ms. Yatsook stated each redevelopment project will come before the Council as an amendment to the Old Town Belton Redevelopment Plan. The Old Town Belton Redevelopment Corporation Board met on July 1, 2021, to discuss project 2021-3. They unanimously voted to approve this project. There was no one else present to submit comments. Councilmember Powell asked about project 2021-2. Ms. Yatsook said it will be coming to the August 10, 2021, Council meeting. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. Bill No. 2021-44: **An ordinance approving the Third Amendment to the Old Town Belton Redevelopment Plan to approve the 402 Main Street Project as Redevelopment Project 2021-4 and to authorize tax abatement as described therein.**
Presented by Councilmember Trutzel, seconded by Councilmember Savage. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments. Ms. Yatsook stated each redevelopment project will come before the Council as an amendment to the Old Town Belton Redevelopment Plan. The Old Town Belton Redevelopment Corporation Board met on July 1, 2021, to discuss project 2021-4. They unanimously voted to approve this project. Jerry Miller, President of the school board, said it is against the school district policy to do any tax abatements, but the school district will not go against these abatements publicly.

There was no one else present to submit comments. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. Bill No. 2021-45: **An ordinance approving the Fourth Amendment to the Old Town Belton Redevelopment Plan to approve the 514 Minnie Avenue Project as Redevelopment Project 2021-5 and to authorize tax abatement as described therein.**
Presented by Councilmember Trutzel, seconded by Councilmember Kraft. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments. Ms. Yatsook stated each redevelopment project will come before the Council as an amendment to the Old Town Belton Redevelopment Plan. The Old Town Belton Redevelopment Corporation Board met on July 1, 2021, to discuss project 2021-5. They unanimously voted to approve this project. There was no one else present to submit comments. Councilmember Trutzel stated the Council may want to consider what impact these projects will have on the school district. Ms. Yatsook said all the projects this evening total $5,902.80 for one year tax abatement for the school district. Councilmember Peek thanked staff for working on these projects. Vote on the first reading was recorded with all present voting in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Lawson provided a Park report

- The farmer's market is every Thursday from 4-7 p.m. at Memorial Park
- Theatre in the Park is July 30 & 31, 8 p.m. at Memorial Park
- August 19-21 will be a carnival at Memorial Park
- Fall sports registrations are open
- Summer camp conclusion is moving up 2 weeks

Councilmember Powell provided a July 19, 2021 Planning Commission meeting report

- There was a public hearing to vacate a sanitary sewer easement in Bradford Estates
- There was a public hearing for an SUP for Cozy Pet Hotel on N Scott
- There was approval of a final development plan for Caliber Collision
- There was approval of a plat split on Harris Ave

MAYOR'S COMMUNICATIONS

Mayor Larkey thanked staff for their work on the Chapter 353 program.

Councilmember Trutzel said he received a flyer in his water bill and asked Mr. Rokos to explain it. Mr. Rokos said the City is having an issue with people flushing towels down the toilet and the towels are damaging the wastewater treatment plant equipment. He said only waste and toilet paper should ever go into a toilet. Additionally, grease should never be put down the drain.

CITY MANAGER'S REPORT

<u>August/September 2021 City Council Meetings – 6:00 p.m.</u>
August 10, 2021

August 24, 2021
September 14, 2021
~~September 28, 2021~~ September 21

Alexa Barton, City Manager, said to accommodate the MML annual meeting, the Council had approved to change the September 28 meeting to September 21.

Ms. Barton attended the MML West Gate Regional meeting July 22. There was a discussion on 2021 legislative updates.

Ms. Barton said after discussion with the Mayor, it was decided to put notices in all City buildings encouraging people to wear a mask.

Ms. Yatsook said Chewy is opening August 1. They are doing walk-in, on-site hiring.

Ms. Yatsook said Missouri is turning 200 years old on August 10. To celebrate, the City and the Chamber of Commerce have partnered with Hy-Vee and Belfonte for an ice cream social from 4 – 7 p.m. on the lawn by the Annex.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Peek said the Brandon Mellinger memorial golf tournament will be August 6. Proceeds will go to the Haas family (Belton Police Department) for their medical bills.

Councilmember Kraft asked about the change in policy regarding the Police department unlocking cars. Police Chief Scott Lyons said the change took place in June. It takes certain skill to safely use locksmith tools, and the officers don't have these skills. It also infringes on the professional companies that provide this service. The Police department will still open vehicles if there is an emergency (child or animal in the vehicle), but that usually happens by breaking a window.

Councilmember Powell said he was called last week about extra truck traffic on White Ave. He commended staff for quickly taking care of it.

Councilmember Savage received a concern from a citizen in Ward 4 about fireworks in the City of Belton.

Being no further business, Councilmember Trutzel moved to adjourn at 7:16 p.m. Councilmember Savage seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

SECTION VII
B

DocuSign Envelope ID: 34FA47B3-79EA-4FD5-8DF2-569199B3A1EE

DOCKET REPRESENTS A TRUE AND ACCURATE COPY OF COURT PROCEEDINGS HELD

COURT DATES: 7/6/21; 7/20/21; 7/27/21

Ross C. Ngro

8/2/2021

MUNICIPAL JUDGE **DATE**

IN ACCORDANCE WITH COURT OPERATING RULE 4.29 THE ATTACHED MUNICIPAL DIVISION SUMMARY REPORT FOR MONTH OF JULY 2021 WAS PRESENTED AND REVIEWED BY CITY COUNCIL AS REQUIRED

CITY CLERK **DATE**

Payment Plan Reports

Belton Municipal Division

Monday, August 2, 2021 11:07 AM

Payment Detail Listing By Payment Plan Number From 07/01/2021 - 07/31/2021

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000803	PFLANZ, CHARLES D.	07/14/2021	524043	R00062980	160765957-1	$100.00 PY	✓	✓
	PP0000803 Totals:					**$100.00**		
PP0000841	SUSKO, JESSICA ROSE	07/15/2021	524059	R00062991	190286753-1	$100.00 PY	✓	✓
	PP0000841 Totals:					**$100.00**		
PP0001216	HEMENWAY, BENJAMIN MITCHELL	07/21/2021	524343	R00063067	140801292-1 140800685-1	$15.00 PY	✓	
	PP0001216 Totals:					**$15.00**		
PP0001980	BERRY, LEIGHANN KATHRYN	07/08/2021	523849	R00062935	160765818-1	$30.00 PY	✓	✓
	PP0001980 Totals:					**$30.00**		
PP0002128	JENSEN, BOBBETTA J	07/28/2021	524679		160756822-1	$15.00 AB	✓	
		07/28/2021	524680	R00063163	160756822-1	$46.50 PY	✓	
	PP0002128 Totals:					**$61.50**		
PP0002136	BREECE, TRACY L	07/20/2021	524167	R00063037	160757689-1	$60.00 PY	✓	✓
	PP0002136 Totals:					**$60.00**		
PP0002164	STROTHEIDE, FELICIA RENEE	07/08/2021	523834	R00062931	160759931-1 160759930-1 160758585-1 160758584-1 160758583-1 160758582-1 160758579-1	$1,601.00 PY	✓	
	PP0002164 Totals:					**$1,601.00**		
PP0002446	UNDERWOOD, GEORGE EDWARD	07/13/2021	524018	R00062971	160764659-1	$10.00 PY	✓	✓
	PP0002446 Totals:					**$10.00**		
PP0002488	HARBOUR, SYLVESTER JR JR	07/19/2021	524135	R00063015	160761458-1	$10.00 PY	✓	✓
	PP0002488 Totals:					**$10.00**		
PP0002730	GANEY, EDWARD WAYNE	07/02/2021	523609	R00062870	160765825-1 160765826-1	$200.00 PY	✓	✓
	PP0002730 Totals:					**$200.00**		
PP0002940	NEUENSCHWANDER, DAVID K	07/01/2021	523561	R00062853	160765934-1	$20.00 PY	✓	✓
	PP0002940 Totals:					**$20.00**		
PP0003085	SMITH, DAUNCY LAVELLE JR	07/16/2021	524088	R00063007	190290977-1	$100.00 PY	✓	✓
	PP0003085 Totals:					**$100.00**		
PP0003118	SMITH, JONATHAN MICHAEL	07/16/2021	524085	R00063003	160763132-1 160763131-1	$100.00 PY	✓	✓
	PP0003118 Totals:					**$100.00**		
PP0003137	UNDERWOOD, CHARLES RAYMOND	07/13/2021	524019	R00062972	160766375-1	$20.00 PY	✓	✓
	PP0003137 Totals:					**$20.00**		
PP0003198	MASSEY, BILLY RAY DUSTIN	07/15/2021	524063	R00062995	190283665-1	$100.00 PY	✓	✓
		07/23/2021	524432	R00063091	190283665-1	$150.00 PY	✓	✓
	PP0003198 Totals:					**$250.00**		
PP0003201	RYAN, SONNY RAY	07/24/2021	524443	R00063098	160767504-1	$50.00 PY	✓	✓
	PP0003201 Totals:					**$50.00**		
PP0003352	WOOLAM, STEPHANIE DAWN	07/14/2021	524020	R00062973	190283295-1	$60.00 PY	✓	✓
	PP0003352 Totals:					**$60.00**		
PP0003436	SANDERS, WINFRED OLIVER	07/07/2021	523799	R00062912	190284395-1	$40.00 PY	✓	
	PP0003436 Totals:					**$40.00**		
PP0003562	ALFLEN, TRICIA NICOLE	07/29/2021	524768	R00063177	160764936-1	$20.00 PY	✓	✓
	PP0003562 Totals:					**$20.00**		

* Indicates an overpayment was made on the Payment Plan

PP0003575	GRAY, CHRISTOPHER PAUL	07/19/2021	524153	R00063026	190283983-1	$100.00 PY ✓	
		PP0003575 Totals:				**$100.00**	
PP0003577	KIHN, LINDA ANN	07/21/2021	524346	R00063069	190283540-1	$30.00 PY ✓	✓
		PP0003577 Totals:				**$30.00**	
PP0003640	RICHMOND, REBECCA LYNNE	07/05/2021	523684	R00062887	140802768-1	$40.00 PY ✓	✓
		PP0003640 Totals:				**$40.00**	
PP0003660	LOPEZ-CARREON, HUGO ANTONIO	07/06/2021	523726	R00062891	190285082-1	$25.00 PY ✓	✓
		07/20/2021	524293	R00063055	190285082-1	$25.00 PY ✓	✓
		PP0003660 Totals:				**$50.00**	
PP0003705	MCGEE, PATRICK A	07/08/2021	523854	R00062939	190285146-1	$40.00 PY ✓	✓
		PP0003705 Totals:				**$40.00**	
PP0003868	GREEN, TOREY D	07/07/2021	523800	R00062913	190288591-1	$50.00 PY ✓	✓
		PP0003868 Totals:				**$50.00**	
PP0003879	HAGERTY, MICHAEL DAVID	07/28/2021	524673	R00063161	190290837-1	$95.00 PY ✓	
		PP0003879 Totals:				**$95.00**	
PP0003891	MOZEE, JUSTIN KAHLIL	07/03/2021	523678	R00062883	190288980-1	$50.00 PY ✓	
		07/30/2021	524801	R00063191	190288980-1	$50.00 PY ✓	
		PP0003891 Totals:				**$100.00**	
PP0003909	DAMRON, DYLAN JAMES	07/15/2021	524046	R00062983	190288572-1	$100.00 PY ✓	✓
		PP0003909 Totals:				**$100.00**	
PP0003931	BECHTLE, PAULA L	07/02/2021	523608	R00062871	190288507-1	$50.00 PY ✓	✓
		PP0003931 Totals:				**$50.00**	
PP0003959	MCADAMS, DENNIS RAY	07/21/2021	524348	R00063072	190285474-1	$50.00 PY ✓	✓
		PP0003959 Totals:				**$50.00**	
PP0004001	WALSH, KEVIN JAMES	07/13/2021	523986	R00062968	190285342-1	$50.00 PY ✓	✓
		PP0004001 Totals:				**$50.00**	
PP0004013	HERNANDEZ, PATRICK RYAN	07/30/2021	524771	R00063179	190290626-1	$54.50 PY ✓	
		PP0004013 Totals:				**$54.50**	
PP0004017	WARNER, DANIEL GENE	07/14/2021	524034	R00062974	160768228-1	$590.00 PY ✓	
					160768391-1		
		PP0004017 Totals:				**$590.00**	
PP0004072	DOBBINS, CHASTIDY NADINE	07/20/2021	524207		190292243-1	$10.00 AB	
		PP0004072 Totals:				**$10.00**	
PP0004097	NEWKIRK, JOSHUA LEE	07/21/2021	524324	R00063066	190288472-1	$20.00 PY ✓	✓
		PP0004097 Totals:				**$20.00**	
PP0004163	MITCHEM, CECILIA ELAINE	07/27/2021	524544	R00063109	190290127-1	$90.00 PY ✓	
		PP0004163 Totals:				**$90.00**	
PP0004181	SONDERFAN, NICOLE MAUREEN	07/23/2021	524430	R00063089	190288203-1	$20.00 PY ✓	✓
		PP0004181 Totals:				**$20.00**	
PP0004182	KEY, LAWRENCE (X)	07/23/2021	524431	R00063090	190287067-1	$20.00 PY ✓	✓
		PP0004182 Totals:				**$20.00**	
PP0004217	PETTAWAY, RAYQUAN D	07/30/2021	524772	R00063180	190286157-1	$55.00 PY ✓	
		PP0004217 Totals:				**$55.00**	
PP0004229	DENHAM, JOHN PAUL JR	07/20/2021	524166	R00063036	190292637-1	$30.00 PY ✓	✓
		PP0004229 Totals:				**$30.00**	
PP0004239	NELSON, QUIANA DENAE	07/16/2021	524084	R00063002	190290276-1	$20.00 PY ✓	✓
		PP0004239 Totals:				**$20.00**	
PP0004242	AINSWORTH, JAMES RUSSELL	07/06/2021	523768	R00062906	190291855-1	$50.00 PY ✓	✓
					190291856-1		
		PP0004242 Totals:				**$50.00**	
PP0004253	WILLIAMS, DALTON M	07/15/2021	524057	R00062988	190291660-1	$125.00 PY ✓	
		PP0004253 Totals:				**$125.00**	
PP0004275	COX, GERALD DEAN	07/21/2021	524305	R00063057	190290354-1	$50.00 PY ✓	✓
		PP0004275 Totals:				**$50.00**	

* Indicates an overpayment was made on the Payment Plan

PP0004279	BARCLAY, HUNTER RAY	07/20/2021	524232	R00063050	190292401-1 190292568-1 190292402-1	$325.00 PY ✓	
	PP0004279 Totals:					**$325.00**	
PP0004281	SHOTTS, BETHANY ANNE	07/14/2021	524041	R00062979	190292963-1 190292964-1	$275.00 PY ✓	
	PP0004281 Totals:					**$275.00**	
PP0004291	JOPLIN, LOGAN MICHAEL	07/15/2021	524062	R00062994	190289843-1 190289571-1 190292256-1	$200.00 PY ✓	✓
	PP0004291 Totals:					**$200.00**	
PP0004297	DRAGGOO, COLT	07/27/2021	524551	R00063115	190292554-1 190292555-1	$179.50 PY ✓	
	PP0004297 Totals:					**$179.50**	
PP0004299	WAGNER, DANIELLE KELLY	07/13/2021	524017	R00062970	190292662-1	$25.00 PY ✓	
	PP0004299 Totals:					**$25.00**	
PP0004300	LAKEY, ANCEL DANIEL	07/13/2021	523985	R00062967	190290413-1	$100.00 PY ✓	✓
	PP0004300 Totals:					**$100.00**	
PP0004309	MCGAUGHEY, CHAD MICHAEL	07/27/2021	524610	R00063140	190292528-1	$60.00 PY ✓	
	PP0004309 Totals:					**$60.00**	
PP0004310	KEISTER, KAYLA SHEA	07/20/2021	524225	R00063048	190293045-1	$75.00 PY ✓	
	PP0004310 Totals:					**$75.00**	
PP0004313	PATTON, KYLE JOE	07/02/2021	523675	R00062880	190293021-1	$100.00 PY ✓	✓
	PP0004313 Totals:					**$100.00**	
PP0004314	WINTON, ALLISON NICOLE	07/12/2021	523932	R00062955	190293313-1	$20.00 PY ✓	✓
		07/22/2021	524357	R00063077	190293313-1	$20.00 PY ✓	✓
	PP0004314 Totals:					**$40.00**	
PP0004317	SYDENSTRICKER, ALFRED J	07/09/2021	523877	R00062949	190293043-1	$25.00 PY ✓	
	PP0004317 Totals:					**$25.00**	
PP0004320	FREEMAN, DORIS SHENA	07/01/2021	523562	R00062855	190292454-1	$50.00 PY ✓	✓
	PP0004320 Totals:					**$50.00**	
PP0004327	BRANDT, DANIELLE MARIE	07/09/2021	523868	R00062941	160766420-1	$200.00 PY ✓	
	PP0004327 Totals:					**$200.00**	
PP0004328	GONZALES, JAX GLADE	07/08/2021	523837	R00062932	190292291-1	$75.00 PY ✓	✓
	PP0004328 Totals:					**$75.00**	
PP0004331	HEAVENER, JOSEPH LEE	07/20/2021	524183	R00063040	190284933-1 190284934-1 190282357-1	$450.00 PY ✓	✓
	PP0004331 Totals:					**$450.00**	
PP0004332	WHITE, DALE EVERETTE	07/27/2021	524608	R00063139	160765560-1 160765561-1	$160.00 PY ✓	✓
	PP0004332 Totals:					**$160.00**	
PP0004337	HELMS, KELLY D	07/20/2021	524163	R00063033	190293246-1 190293247-1	$225.00 PY ✓	
	PP0004337 Totals:					**$225.00**	
PP0004340	MCCOY, CHRISHAUNDRA ROCHELLE	07/22/2021	524419	R00063082	190293451-1	$100.00 PY ✓	
	PP0004340 Totals:					**$100.00**	
PP0004342	LABOSKY, GAIL E	07/02/2021	523593	R00062867	190291517-1	$40.00 PY ✓	
	PP0004342 Totals:					**$40.00**	
PP0004344	MOORE, DAVID RAY JR	07/09/2021	523873	R00062946	190292803-1	$70.00 PY ✓	
	PP0004344 Totals:					**$70.00**	
PP0004345	RUSSELL, COLTON BLAKE	07/07/2021	523820	R00062926	190292826-1	$200.00 PY ✓	
		07/22/2021	524414	R00063080	190292826-1 190292945-1	$200.00 PY ✓	
	PP0004345 Totals:					**$400.00**	
PP0004346	TURNER, JALISA LTIA	07/23/2021	524420	R00063083	190292938-1	$100.00 PY ✓	✓
	PP0004346 Totals:					**$100.00**	

* Indicates an overpayment was made on the Payment Plan

PP0004348	CASEY, MARIE LEANN	07/02/2021	523603	R00062869	190293168-1	$150.00	PY ✓	
	PP0004348 Totals:					**$150.00**		
PP0004351	KELLEY, SHAWN ANDREW	07/07/2021	523797	R00062911	190292382-1	$165.00	PY ✓	✓
	PP0004351 Totals:					**$165.00**		
PP0004352	WILLIAMSON, BRIDGETT LORAINE	07/23/2021	524436	R00063094	190293831-1	$100.00	PY ✓	
	PP0004352 Totals:					**$100.00**		
PP0004353	RICKS-GREEN, SHELLEA TONNETTE	07/02/2021	523610	R00062872	190293659-1	$50.00	PY ✓	
		07/15/2021	524061	R00062993	190293659-1	$50.00	PY ✓	
		07/30/2021	524798	R00063189	190293659-1	$50.00	PY ✓	
	PP0004353 Totals:					**$150.00**		
PP0004355	ALEXANDER, BRANDON D	07/01/2021	523589	R00062863	190293056-1	$100.00	PY ✓	✓
		07/16/2021	524096	R00063009	190293057-1	$100.00	PY ✓	✓
	PP0004355 Totals:					**$200.00**		
PP0004360	HUNTER, JAMES THOMAS	07/27/2021	524557	R00063118	190292494-1	$100.00	PY ✓	✓
	PP0004360 Totals:					**$100.00**		
PP0004361	WALLER, RONALD ARTHUR	07/23/2021	524427	R00063086	190293571-1	$100.00	PY ✓	✓
	PP0004361 Totals:					**$100.00**		
PP0004363	KRILEY, JEFFREY A	07/23/2021	524429	R00063088	190284143-1	$85.00	PY ✓	
	PP0004363 Totals:					**$85.00**		
PP0004370	CORAM, NICHOLAS D	07/06/2021	523744	R00062897	190289660-1	$50.00	PY ✓	✓
		07/22/2021	524354	R00063076	190289660-1	$50.00	PY ✓	✓
	PP0004370 Totals:					**$100.00**		
PP0004371	SHERRY, RYAN CHANCE	07/19/2021	524154	R00063027	190293826-1	$200.00	PY ✓	
	PP0004371 Totals:					**$200.00**		
PP0004375	JOHNSTON, SHAWN PHILLIP	07/20/2021	524224	R00063047	190293270-1	$60.00	PY ✓	✓
	PP0004375 Totals:					**$60.00**		
PP0004384	LYNN, JAMES R	07/28/2021	524703	R00063166	190293182-1	$75.00	PY ✓	✓
	PP0004384 Totals:					**$75.00**		
PP0004386	CARSON, TALESHA LEE	07/20/2021	524228	R00063049	190293759-1	$100.00	PY ✓	✓
	PP0004386 Totals:					**$100.00**		
PP0004387	THOMAS, EMILY A	07/28/2021	524765	R00063173	190294288-1	$50.00	PY ✓	✓
	PP0004387 Totals:					**$50.00**		

Report Totals **$9,646.50**

* Indicates an overpayment was made on the Payment Plan

My Filed Or Closed Cases Listing

Belton Municipal Division

8/2/2021 11:49:55 AM

Totals For Filed Date From 07/01/2021 To 07/31/2021

Posted Fee Totals For Posted Date From 07/01/2021 To 07/31/2021

Violations By Filed Date

City Ordinance	71
IPMC CODE	4
MOVING TRAFFIC	184
Parking	2
Traffic	125
UNIFIED DEVELOPMENT CODE	1
Total Violations Filed:	387

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	2	
MOVING TRAFFIC	37	
Parking	2	
Traffic	68	
CL		109
Total Violations Completed-Paid Fines:		109

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	45	
MOVING TRAFFIC	49	
Traffic	81	
CL		175

DC-Dismissed by Complainant

City Ordinance	2	
DC		2

018

My Filed Or Closed Cases Listing

Belton Municipal Division

8/2/2021 11:49:55 AM

Totals For Filed Date From 07/01/2021 To 07/31/2021

Posted Fee Totals For Posted Date From 07/01/2021 To 07/31/2021

Violations Completed-Before Judge By Filed Date

DP-Dismissed by Prosecutor

City Ordinance	10	
MOVING TRAFFIC	8	
Traffic	1	
DP		19

DW-DISMISSED NO WITNESS

City Ordinance	1	
DW		1

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	15	
DX		15
Total Violations Completed-Before Judge:		212

Violations Completed-Other By Filed Date

DJ-Dismissed by Judge

City Ordinance	1	
DJ		1
Total Violations Completed-Paid Fines:		1

019

My Filed Or Closed Cases Listing

Belton Municipal Division

8/2/2021 11:49:55 AM

Totals For Filed Date From 07/01/2021 To 07/31/2021

Posted Fee Totals For Posted Date From 07/01/2021 To 07/31/2021

Total Violations Completed-Paid Fines:	**109**
Total Violations Completed-Before Judge:	**212**
Total Violations Completed-Before Jury:	**0**
'otal Violations Completed-Before Teen Court:	**0**
Total Violations Completed-Other:	**1**
Total Violations Completed:	**322**
Total Violations Filed:	**387**
Net Difference Filed - Completed:	**65**

Warrants Issued

City Ordinance	155		
MOVING TRAFFIC	143		
Traffic	126		
Total Warrants Issued:	**424**	**Total Violations:**	**424**

Warrants Cleared

City Ordinance	168		
IPMC CODE	7		
MOVING TRAFFIC	111		
Traffic	74		
Total Warrants Cleared:	**360**	**Total Violations:**	**360**

Total Warrants Issued:	**424**
Total Warrants Cleared:	**360**
Net Difference:	**64**

My Filed Or Closed Cases Listing

Belton Municipal Division

8/2/2021 11:49:55 AM

Totals For Filed Date From 07/01/2021 To 07/31/2021

Posted Fee Totals For Posted Date From 07/01/2021 To 07/31/2021

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	1	
MOVING TRAFFIC	7	
AJ		8

CD-Completion date for school(s)

MOVING TRAFFIC	4	
CD		4

CN-Continued Arraignment

City Ordinance	7	
MOVING TRAFFIC	3	
Traffic	5	
CN		15

PP-Payment plan

City Ordinance	28	
IPMC CODE	3	
MOVING TRAFFIC	26	
Traffic	3	
PP		60

WI-Warrant Issued

City Ordinance	49	
MOVING TRAFFIC	23	
Traffic	18	
WI		90
Total Violations Completed-Other Paid:		**177**

021

My Filed Or Closed Cases Listing

Belton Municipal Division

8/2/2021 11:49:55 AM

Posted Fee Totals For Posted Date From 07/01/2021 To 07/31/2021

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	$4,428.50
CC (76)	COURT COSTS	$2,759.10
CN (CA)	COURT NOTIFCATION AUTOMATION	$475.62
CVC2 (74)	CRIME VICTIMS CITY	$92.13
CVS2 (CV)	CRIME VICTIMS STATE	$1,773.77
DM (82)	DOMESTIC VIOLENCE	$498.00
DWI (77)	DWI RECOVERY COST	$423.50
FINE (76)	FINE	$29,001.88
ILFC (83)	ILF- CITY	$249.00
IS (IS)	INMATE SECURITY FUND	$505.52
RST (RS)	RESTITUTION	$120.00
SR ADJ (76)	SR ADJUSTMENT +$3	$398.84
TFC (78)	TRAINING FUND CITY	$502.37
TFS (81)	TRAINING FUND STATE	$248.77

022

Report Totals:	$41,477.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION			
Contact information same as last report ☒			
Municipality:	Belton	Reporting Period:	7/2021
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org		iNotes ☒
Municipal Judge(s) ROSS NIGRO	Judge is Attorney ☐	Prosecuting Attorney: WILLIAM N. MARSHALL III	

II. MONTHLY CASELOAD INFORMATION	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	132	3,793	1,489
B. cases (citations / informations) filed	6	303	78
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	1	2
3. court / bench trial - NOT GUILTY	0	15	0
4. plea of GUILTY in court	6	117	61
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	104	4
6. dismissed by court	0	0	2
7. *nolle prosequi*	1	8	12
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	245	81
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	131	3,851	1,486
E. Trial de Novo and / or appeal applications filed	0	0	1

III. WARRANT INFORMATION (Pre and Post Disposition)	
1. # issued during reporting period	424
2. # served/withdrawn during reporting period	360
3. # outstanding at end of reporting period	4,773

IV. PARKING TICKETS	
# issued during period	0
☒ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 7/2021

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	$20,001.45		
Clerk Fee - Excess Revenue	$2,302.10		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$71.04		
Bond forfeitures (paid to city) - Excess Revenue	$2,053.00		
Total Excess Revenue	$24,427.59		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	$9,874.89		
Clerk Fee - Other	$706.00		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	$0.00		
Peace officer Standards and Training (POST) Commission surcharge	$248.77		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$1,773.77		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$21.09		
Law Enforcement Training (LET) Fund surcharge	$502.37		
Domestic Violence Shelter surcharge	$498.00		
Inmate Prisoner Detainee Security Fund surcharge	$505.52		
Sheriffs' Retirement Fund (SRF) surcharge	$0.00		
Restitution	$120.00		
Parking ticket revenue (including penalties)	$0.00		
Bond forfeitures (paid to city) - Other	$2,375.50		
Total Revenue Other	$16,625.91		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		**Total Other Disbursements**	$423.50
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$41,477.00
DWI RECOVERY COST	$423.50	**Bond Refunds**	$0.00
		Total Disbursements	$41,477.00

Skip to main content

Instructions | ellislal | Logout

Municipal Division Summary Reporting

Select A Different Action

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	8	Cass	17th
Belton Municipal Division	79	new	new
0	Select		

Add August Report +

Show 10 entries

Search:

Reporting Period Year		Reporting Peric	
2021	July	Resubmit	
2021	June	Resubmit	
2021	May	Resubmit	
2021	April	Resubmit	
2021	March	Resubmit	
2021	February	Resubmit	
2021	January	Resubmit	
2020	December	Resubmit	
2020	November	Resubmit	
2020	October	Resubmit	

Showing 1 to 10 of 43 entries

- Previous
- 1
- 2
- 3
- 4
- 5
- Next

Are you the Principal/Chief Judge?

Yes No

SECTION VII
C

R2021-63

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) NEW 2022 FORD UTILITY PI VEHICLES IN THE AMOUNT OF $137,732.00 FROM SHAWNEE MISSION FORD.

WHEREAS, the FY2022 approved budget includes appropriations to purchase four (4) new police patrol vehicles; and

WHEREAS, Mid-America Council of Public Procurement requested bids for these vehicles and Shawnee Mission Ford provided the lowest and best bid for the four (4) new 2022 Ford Utility Police Interceptor (PI) Vehicles; and

WHEREAS, the City Council believes that approving the purchase of these vehicles will replace older vehicles that no longer meet the specifications for police vehicles; and

WHEREAS, the purchase of the four (4) 2022 Ford Utility PI vehicles will provide safe, useful, and cost-effective vehicles for the City's Police Department.

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

SECTION 1. Purchase of four (4) 2022 Ford Utility PI vehicles for $34,433 each, for a total of $137,732 from Shawnee Mission Ford.

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 _____, 2021.

_____
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the ____ day of ____, 2021, and adopted at a meeting of the City Council held the ___ day of _____, 2021 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10th, 2021
ASSIGNED STAFF: Scott A. Lyons
DEPARTMENT: Police

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

☐ Ordinance	☒ Resolution	☒ Consent Item	☐ Change Order
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Other
☐ Motion			

ISSUE/REQUEST: Motion to purchase four (4) 2022 Ford Utility Police Interceptor (PI) vehicles from Shawnee Mission Ford.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of four (4) 2022 Ford Utility PI vehicles for $34,433 each, for a total of $137,732 from Shawnee Mission Ford. This will be for project number PD2209

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

$152,000 was approved in the FY22 budget for the purchase of these Police vehicles. Mid-America Council of Public Procurement requested the bids for these vehicles and Shawnee Mission Ford came in as the lowest bid and the best.

IMPACT /ANALYSIS:

The purchase of these vehicles will replace older cars that no longer meet the specifications for police vehicles.

FINANCIAL IMPACT

Contractor:	Shawnee Mission Ford, Inc.
Amount of Request/Contract:	$137,732
Amount Budgeted:	$152,000
Funding Source:	010-4400-495-7500
Additional Funds	
Funding Source	
Encumbered:	
Funds Remaining:	$ 36,672.00

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

STAFF RECOMMENDATION: Approved

OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

Memo from Lt Davis
Shawnee Mission Ford Pricing Sheet

Belton Police Department

Memo

To: Chief Scott Lyons #100

From: Lt. D. Davis #308

Date: **July** 27th, 2021

Re: Vehicle Purchase

I have found that the bids sent out for our last vehicle purchase through the Mid-America Council of Public Procurement (MACPP) are valid through 11-20-2021. As you are aware, we utilized Shawnee Mission Ford for our last vehicle purchase as they came in with the low bid. I have requested another bid from Shawnee Mission Ford (see attached) for four (4) vehicles equipped the same as specified before as well as adding vinyl white wrap to the roof and four (4) doors per unit. The bid came in at $34,433 per unit for a total expenditure of $137,732.

Respectfully,

Lt. Dan Davis #308

SECTION VII
D

R2021-64

A RESOLUTION APPROVING THE RENEWAL OF THE OUTDOOR WARNING SIREN SYSTEM MAINTENANCE AGREEMENT WITH BLUE VALLEY PUBLIC SAFETY, INC.

WHEREAS, this agreement will cover the entire system for damage repair, updates and replacement of all equipment covered; and

WHEREAS, Blue Valley Public Safety, Inc., is the sole source for maintenance of the Outdoor Warning Siren System under Section 2-929(b)(2) of the City's Code or Ordinance.

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

Section 1. The Emergency Management Department will enter into the maintenance agreement with Blue Valley Public Safety, INC., in the amount of $17,064.00.

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

Duly read and passed this ___ day of ____, 2021.

_____
Mayor Norman K. Larkey. Sr.

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 introduced at a meeting of the City Council held on the ____ day of _____, 2021, and adopted at a meeting of the City Council held the ____ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10th, 2021
ASSIGNED STAFF: Chief Scott Lyons
DEPARTMENT: Police

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

☐ Ordinance	☒ Resolution	☒ Consent Item	☐ Change Order
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Other
☐ Motion			

ISSUE/REQUEST: Approve a maintenance agreement from Blue Valley Public Safety for the Outdoor Warning Siren System.

PROPOSED CITY COUNCIL MOTION: To approve the maintenance agreement with Blue Valley Public Safety for the amount of $17,064.00.

BACKGROUND: (*including location, programs/departments affected, and process issues)*
Blue Valley Public Safety is the sole source for the City of Belton to maintain the Outdoor Warning Siren System.

IMPACT / ANALYSIS:
The amount of $17,064.00 is within the amount allocated in the 2022 budget for Emergency Management, of $19,200.00. This maintenance agreement will cover the inspection of the entire system to include: damage repair, updates, and replacement of all equipment covered.

FINANCIAL IMPACT

Contractor:	Blue Valley Public Safety, Inc.
Amount of Request/Contract:	$ 17,064.00
Amount Budgeted:	$ 19,200.00
Funding Source:	Emergency Management Contractual 010-3200-400-3020
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:

BVPS
Complete Solutions
Blue Valley Public Safety Inc.

PO Box 363 • 509 James Rollo Dr. • Grain Valley, MO 64029
(816) 847-7502 • 1-800-288-5120 • Fax (816) 847-7513

June 15, 2021

Chief of Police Scott Lyons
Belton Police Department
7001 E 163rd ST.
Belton, MO 64012

Dear Chief Lyons,

Enclosed is the new contract for the maintenance of the City outdoor warning siren system. We have appreciated the opportunity in the past to work for you maintaining your warning system and look forward to renewing the contract for this year.

The contract for maintenance on the **Belton, MO Outdoor Warning Siren System** is for the year, **August 1, 2021, through July 31, 2022.** Some of the prices have increased slightly, but the terms and conditions have remained the same as past years.

Should you have any further questions, please feel free to call my office at (816) 847-7502 or email me at dee@bvpsonline.com.

Thank you for your continued interest in our services.

Sincerely,

Dee A. Wieduwilt

Dee A. Wieduwilt
Office Manager

Encl.

BVPS
Complete Solutions
Blue Valley Public Safety Inc.

509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Chief of Police Scott Lyons
Customer: Belton Police Department
Address: 7001 E 163rd ST.
City: Belton
State: MO
Zip 64012
Phone: 816-331-5522
Fax: *
Email: slyons@beltonpd.org

Maintenance Agreement No.:
615211038
Please reference this
no. on your order
Date: 6/15/21
Maintenance Period
08/01/21 thru 07/31/22

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 96 Hour Response Time / Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	3	MC-MOD4016	Maintenance Contract for Modulator Siren	$23.00	$69.00	$828.00
2	4	MC-MOD6048	Maintenance Contract for Modulator Siren	$25.00	$100.00	$1,200.00
3	7	MC-UV	Contract for Ultravoice Controller	$20.00	$140.00	$1,680.00
4	9	MC-2001	Maintenance Contract for model 2001 Siren	$18.00	$162.00	$1,944.00
5	1	MC-2001-S	Maintenance Contract for model 2001 Siren (Solar & Antenna)	$22.00	$22.00	$264.00
6	10	MC-DCFCTD	Maintenance Contract for Siren Two Way Control	$18.00	$180.00	$2,160.00
7	4	MC-BATT-SOLAR	Contract per battery (Extended Capacity or Solar Site)	$8.50	$34.00	$408.00
8	80	MC-BATT	Contract per standard battery	$7.50	$600.00	$7,200.00
9	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	$75.00	$75.00	$900.00
10	2	MC-SS2000	Contract for SS2000 Series Encoders	$20.00	$40.00	$480.00

Total of Contract Monthly	**$1,422.00**
Total of Contract Annually	**$17,064.00**

Contract Notes:

Terms / Conditions
Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document,and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

BVPS
Complete Solutions
Blue Valley Public Safety Inc.

509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Proposed By: Norma Cates
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City,State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone 1-800-288-5120
Fax: 816-847-7513
Approved By: Norma Cates
Title: President

Dee A. Wieduwilt
Office Manager

Contact Name: Chief of Police Scott Lyons
Customer: Belton Police Department
Address: 7001 E 163rd ST.
City: Belton
State: MO
Zip 64012
Phone: 816-331-5522
Cell: *
Fax: *
Email: slyons@beltonpd.org

Maintenance Agreement No.:
615211038
Please reference this no. on your order
Date Quoted: 6/15/21

I herefore agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: *Date:*

_____
Title:

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

BVPS
Complete Solutions
Blue Valley Public Safety Inc.

509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.
11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.
12. *SPECIAL PROVISIONS

____96____ Hours response time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

FEDERAL SIGNAL CORPORATION
Federal Warning Systems

July 13, 2021

City of Belton
ATTN: Lt. John Baker
7001 E. 163rd. St.
Belton, MO 64012

Dear Lt. Baker,

This letter is to confirm that Blue Valley Public Safety, Inc. is the exclusive sales representative of products manufactured and sold by Federal Warning Systems, a division of Federal Signal Corporation for the states of Iowa, Nebraska, South Dakota, Kansas, and Missouri. This exclusivity extends to Blue Valley Public Safety, Inc. as the field service provider and regional installer for FWS as well.

Their contact point is:

Blue Valley Public Safety, Inc.
P.O. Box 363 - 509 James Rollo Drive
Grain Valley, MO 64029
Attn: Norma Cates

You can reach Norma at 816-847-7502.

If I can answer additional questions or provide you with any information about Blue Valley or the Federal Warning System product line, please feel free to contact me directly at (708) 465-0824. In addition, you can find information about our products on our website at http://www.alertnotification.com.

Sincerely,
Federal Signal Corporation

Teague Cliff
Central Region Sales Manager

cc: Norma Cates, Blue Valley Public Safety, Inc.

SECTION VII
E

R2021-65

A RESOLUTION APPROVING A CONTRACT FOR SERVICES WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF 1,200 TONS OF BULK ROAD SALT WITH DELIVERY IN THE NOT-TO-EXCEED AMOUNT OF $63,888.00.

WHEREAS, during winter weather operations, the Public Works Transportation Division uses bulk road salt in the removal of snow and ice from City of Belton streets; and

WHEREAS, bids were solicited through Request for Proposal Number 21-022: Bulk Road Salt with Delivery, and the City received four (4) responses in accordance with City of Belton Code of Ordinances Chapter 2, Purchase Procedures; and

WHEREAS, Independent Salt Company was the lowest and best bid with a price of $53.24 per ton.

Compass Minerals	Cargill, Inc.	Independent Salt Company	Central Salt, LLC
No Bid	No Bid	$53.24 per ton	$69.01 per ton

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

SECTION 1. That the Contract for Services with Independent Salt Company, herein attached and incorporated to this Resolution as **Exhibit A**, for the purchase of 1,200 tons of bulk road salt with delivery in the not-to-exceed amount of $63,888.00 is hereby approved for purposes described above.

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 _____, 2021.

_____
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the ____ day of ____, 2021, and adopted at a meeting of the City Council held the _____ day of ____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10, 2021 **DIVISION:** Public Works/Transportation

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

☐ Ordinance	☒ Resolution	☒ Consent Item	☐ Change Order	☐ Motion
☒ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ISSUE/RECOMMENDATION:

During winter weather operations, the Public Works Transportation Division uses bulk road salt in the removal of snow and ice from City of Belton streets.

Bids were solicited through Request for Proposal Number 21-022: Bulk Road Salt with Delivery, and the City received four (4) responses in accordance with City of Belton Code of Ordinances Chapter 2, Purchase Procedures.

Independent Salt Company was the lowest and best bid with a price of $53.24 per ton.

Compass Minerals	Cargill, Inc.	Independent Salt Company	Central Salt, LLC
No Bid	No Bid	$53.24 per ton	$69.01 per ton

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Independent Salt Company
Amount of Request/Contract:	$	63,888.00
Funding Source:		225-0000-400-4019

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a contract for services with Independent Salt Company for the purchase of 1,200 tons of bulk road salt with delivery in the not-to-exceed amount of $63,888.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Exhibit A: Contract for Services with Independent Salt Company for the Purchase of 1,200 Tons of Bulk Road Salt with Delivery

CITY OF BELTON
CONTRACT FOR SERVICES

BULK ROAD SALT WITH DELIVERY

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____ day of August, 2021 between Independent Salt Company, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1126 20th Road, Kanopolis, Kansas, 67454, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

CONTRACTUAL

This contract is written for an initial one year term beginning August 11, 2021 and ending July 31, 2022 with automatic renewal of two additional one-year terms unless the contractor notifies the City in writing prior to April 1, 2022 for the second year renewal and April 1, 2023 for the third year renewal. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 120 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for prior year. Quoted quantities are estimates only and may be either increased or decreased according to the needs of the City with no adjustment in price. Purchases will be made on an "as needed" basis. No guarantee is made as to quantities purchased.

The City reserves the right to terminate the current contract if vendor is unable to meet any of the City requirements. The City may purchase material from another vendor or cancel the

agreement at which time the vendor must reimburse the City for any expenses incurred, i.e. - increased costs, special delivery charges, etc.

CONTRACT SUM AND PAYMENT

The Contractor agrees to deliver all material described in the Contract Documents in the amount of $63,888.00

The City agrees to pay the Contractor as outlined in the Contract Documents.

QUANTITY

Contractor agrees to provide Bulk Road Salt as described in this document and attached as Appendix A.

DELIVERY

1. Liability for product delivery remains with the Contractor until the product is properly delivered and signed for.
2. Delivery is to be made to the Public Works Facility located at 700 Seabee Road, Belton, MO 64012.
3. All deliveries must be signed by a representative of the City and must be accompanied by a delivery ticket with the following information: Name of Contracted Company, tonnage, date of delivery, and driver's signature.
4. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. Salt must be delivered in bulk lots and must be protected during transit by waterproof cover, as required by weather conditions.
6. All orders must be delivered in full within a maximum of 10 business days.
7. Contractor must give a minimum of 24 hours notice before delivery and deliveries must be made within normal business hours (7:00 a.m. – 3:30 p.m.) or pay overtime charges incurred by the City.
8. Expected delay in delivery must be reported to the City immediately with the reason, and anticipated delivery date.
9. The City reserves the right to cancel any tonnage not delivered by the Contractor within the agreed timeframe.
10. Any Contractor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.
11. Vendor will be responsible for any damage done to salt shed facilities.

PRICING

Pricing shall remain in effect as shown in Appendix A contract pricing for an initial one-year term beginning August 1, 2021 and ending July 31, 2022 with automatic renewal of two additional one-year terms according to the "Contractual" section above. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 90 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

QUALITY

All products provided by the Contractor must meet all Federal, State, and Local standards including the Department of Transportation regulations for quality and safety requirements.

Salt composition must follow MoDOT test method T32 and moisture content shall not exceed 2%.

INVOICING

Invoices must include number for each delivery ticket, number of tons for each load, name of trucking company, and acknowledgment, if any, use of unloading equipment.

Invoices are to be received in duplicate and will be paid within 30 days after receiving proper invoices and will not be made on unsigned ticket loads.

TERMINATION OF AGREEMENT

The City specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the Public Works Director or his representative, the services or materials supplied by the Contractor are not satisfactory or are not consistent with the terms of the contract.

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile, or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Belton, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARBITRATION

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

INSURANCE

Contractor agrees to carry liability and workman's compensation insurance, satisfactory to the City, and to indemnify the City against all liability, loss, and damage arising out of any injury to persons and property caused by Contractor, his sub-contractors, employees, or agents.

SUBCONTRACTORS

In submitting a proposal, potential vendors agree that they are fully responsible to the City of Belton for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Before any subcontractor may commence work, the successful Contractor must file with the City of Belton satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

No subcontractor will be permitted to commence work until authorization by the City of Belton to proceed is received in writing by the Contractor. The name, address, and phone number of the key consultants, associates, and all subcontractors shall be provided to the City of Belton with the proposal.

EXPECTATION OF PRIORITY SERVICE

The intent of this solicitation is to establish the City of Belton account as a "priority" account with the successful bidder. Orders for bulk salt placed by the City of Belton during season should be filled in the contractual order line they were received and should take precedence over non-contractual orders at all times.

AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division

ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____
Norman K. Larkey, Sr., Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: Christopher P. Tully
(Print Name)

Christopher P. Tully
(Signature)

Title: Sales Manager

Attest: LeAnn Ploutz
(Print Name)

LeAnn Ploutz
(Signature)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Bulk Road Salt with Delivery

ANTICIPATED SCOPE OF SERVICES:

Provision of bulk road salt with delivery included to 700 Seabee Road, Belton, MO 64012

SPECIFICATIONS THAT APPLY

SALT – Medium De-Ice Rock Salt – Bulk Quantities

TYPICAL CUMULATIVE SCREEN ANALYSIS:

U.S.S	Tyler	Inch Opening	Cumulative Retention
3/8	.371 in.	.375	2.1%
#4	4 mesh	.187	56.8%
#8	8 mesh	.0937	91.9%
#16	14 mesh	.0469	98.9%
#30	28 mesh	.0234	99.2%

METHODS AND PAYMENTS

- Payments shall be to the Contractor for bulk road salt delivered in accordance with the applicable sections of Appendix B – General Terms and Conditions.
- Methods and payment for each work item shall be in accordance with the following:
    - Bid Item #1 – Bulk Deicing Salt with delivery: Payment for sale and delivery of Bulk Deicing Salt shall be paid per invoice. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, material, delivery, and all other work incidental to the complete sale of this item. The delivery location is 700 Seabee Road, Belton, MO 64012

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Klayton Turnbow, Transportation Superintendent, City of Belton, by phone at 816-331-9455 or by email at kturnbow@belton.org. **All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.

APPENDIX B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

C. *Contract Period*

Award of this contract is anticipated prior to the end of July 2021.

D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

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

   i. Severability of Interests Coverage applying to Additional Insureds
   ii. Contractual Liability

iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,500,000
iv. No Contractual Liability Limitation Endorsement
v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

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

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

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

d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.

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

f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. *Hold Harmless Clause*
The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

F. *Exemption from Taxes*
The City of Belton is exempt from state sales tax and federal
excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

G. *Employment Discrimination by Contractors Prohibited/Wages/ Information*
During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

H. *Invoicing and Payment*
The Contractor shall submit invoices for services outlined above in the scope of services.

Invoice shall be based on the following schedule:

Payment will be based on actual commodities received and actual costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the

validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

I. *Cancellation*
The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. *Contractual Disputes*
The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

K. *Severability*
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

L. *Applicable Laws*
This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

M. *Drug/Crime Free Workplace*
The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);

3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

N. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Belton.

O. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

P. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

Q. *Bid Bond*

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. *Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

T. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

U. *American Products*

Pursuant to RSMo 34.353 for Contracts over $25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
    a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars ($25,000), or
    b. The contractor shall provide evidence sufficient for the City to certify in writing that:
        i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
        ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;

a. Specify the nature of the contract,
b. Specify the product being purchased or leased,
c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.

3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

V. *Affidavit of Work Authorization and Documentation*

Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(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 Christopher P. Tully, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:
Christopher P. Tully

Company:
Independent Salt Company

Address:
P. O. Box 36 Kanopolis, KS 67454

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

2 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: Project #21-022.

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

4 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.

Independent Salt Company
Company Name

Signature

Name: Christopher P. Tully

Title: Sales Manager

Subscribed and sworn to before me this 19th day of July, 2021.

STATE OF Kansas COUNTY OF Ellsworth

Notary Public: LeAnn Ploutz

My Commission Expires:

NOTARY PUBLIC STATE OF KANSAS
LeANN PLOUTZ
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp.6-18-2023

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (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, the Social Security Administration, and the Department of Homeland Security - Verification Division.

E-Verify

Company ID Number: 242025

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify™

Company ID Number: 242025

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Independent Salt Company

Company Facility Address: 1126 20th Road
Kanopolis, KS 67454

Company Alternate Address: P.O. Box 36
Kanopolis, KS 67454-0036

County or Parish: ELLSWORTH

Employer Identification Number: 480981376

North American Industry Classification Systems Code: 212

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 1

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

- KANSAS 1 site(s)

E-Verify™

Company ID Number: 242025

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

Name:	**Stephen S Burke**		
Telephone Number:	**(785) 472 - 4421 ext. 127**	Fax Number:	**(785) 472 - 5196**
E-mail Address:	**sburke@indsalt.com**		

ATTACHMENT 2

Certificate of Insurance

Public Works Department
506 Main Street
Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
	COMPANY LETTER **A**
	COMPANY LETTER **B**
NAME AND ADDRESS OF INSURED	COMPANY LETTER **C**
	COMPANY LETTER **D**
	COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
	General Liability ☐ Comprehensive Form ☐ Premises --Operations ☐ Explosions and Collapse Hazard ☐ Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury			Bodily Injury Property Damage	$ $	$ $
				Bodily Injury Property Damage Combined	$	$
				Applies to Products/Completed Operations Hazard		$ (Personal Injury)
	Auto Liability ☐ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-Owned			Bodily Injury (Each Person) Bodily Injury (Each Occurrence) Property Damage Bodily Injury and Property Damage Combined	$ $ $ $	
	Excess Liability ☐ Umbrella Form ☐ Other than Umbrella Form			Bodily Injury and Property Damage Combined	$	$
	Worker's Compensation and Employers' Liability			Statutory		
					$	(Each Accident)
	Other					

The City of Belton, Missouri is named as an Additional Insured.

Location:	**Description of Operations:**

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
City of Belton, Missouri
Public Works Department
506 Main Street
Belton, Missouri 64012

Date Issued: _____

_____
Authorized Representative

SECTION VII
F

R2021-66

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY STORMWATER REPAIRS LOCATED AT CROSSINGS ON APPLE VALLEY PARKWAY IN APPLE VALLEY SUBDIVISION AND RATIFYING TASK AGREEMENT 2021-4 IN THE AMOUNT OF $183,894.00, AS ALLOCATED IN THE FY22 BUDGET.

WHEREAS, the streets in Apple Valley subdivision are collapsing from stormwater metal pipe rusting and failing. The pipes that need to be replaced are at crossings on Apple Valley Parkway; and

WHEREAS, the City Manager, in conference with the Public Works Director and Stormwater Foreman, subsequently determined that emergency improvements were necessary and authorized immediate commencement of the work to resolve the emergency issue; and

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work is being completed with Task Agreement 2021-4 at a total cost of $183,894.00; and

WHEREAS, the City Council believes that Task Agreement 2021-4 with Breit Construction, LLC accurately reflects the stormwater and subsequent road repairs performed at crossings on Apple Valley Parkway in Apple Valley subdivision on an emergency basis in the amount of $183,894.00.

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

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

SECTION 2. That Task Agreement 2021-4 herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of $183,894.00 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 _____, 2021.

Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the ____ day of ____, 2021, and adopted at a meeting of the City Council held the _____ day of ____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10, 2021 **DIVISION:** Public Works/Transportation

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

☐ Ordinance	☒ Resolution	☒ Consent Item	☐ Change Order	☐ Motion
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ISSUE/RECOMMENDATION:

The streets in Apple Valley subdivision were collapsing from stormwater metal pipe rusting and failing. The pipes that needed to be replaced are at crossings on Apple Valley Parkway. The City Manager, in conference with the Public Works Director and Stormwater Foreman, subsequently determined that emergency improvements were necessary and authorized immediate commencement of the work to resolve the emergency issue that has been producing sinkholes.

Using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work was completed at a total cost of $183,894.00.

FINANCIAL IMPACT

Contractor:		Breit Construction, LLC
Amount of Request/Contract:	$	183,894.00
Funding Source:		225-0000-495-7300

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement 2021-4 in the amount of $183,894.00, as allocated in the FY22 budget.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Task Agreement 2021-4 and Scope of Work

PUBLIC WORKS

City of Belton – Public Works
Task Agreement

Contract: On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-45)

Ordinance or Resolution: n/a	Task Agreement No: 2021-4	Funding Amount: $183,894.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:

Project Title: Emergency Apple Valley Parkway Crossings Stormwater Repairs

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Greg Rokos, Public Works Director; Haden Mattke, Engineer I
Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):

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

Emergency Apple Valley Parkway Crossing – excavate and replace failing CMP storm pipe with HDPE and RCP in Apple Valley Subdivision

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	**City Manager:** Alexa Barton	**Project Manager:**	**Company Principal (if different):**
Signature:	Signature:	Signature:	Signature: GM
Date:	Date:	Date:	Date: 8/13/21

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 Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-45) effective on June 9, 2021.

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

SECTION VII
G

R2021-67

A RESOLUTION APPROVING A CONTRACT FOR SERVICES WITH PYRAMID EXCAVATION AND CONSTRUCTION, INC. TO REPLACE TWO (2) CULVERTS AND RELATED ROAD REPAIR IN THE NOT-TO-EXCEED AMOUNT OF $379,495.78.

WHEREAS, two stormwater culverts under Cambridge Road approximately 1700' east of Peculiar Drive have experienced joint separation causing soil from around the pipes to be washed through the pipes undermining the roadbed and causing deterioration and settlement. A design was prepared by Olsson for replacement of the culverts under Task Agreement 2019-02 (R2019-34) that proposed a 12'x4' reinforced concrete box culvert for the east crossing and a 9'x5' reinforced concrete box culvert for the west crossing; and

WHEREAS, bids were solicited through Request for Proposal Number 21-020: East Cambridge Road Culvert Replacements for construction of the designed improvements. The City received three (3) bid packages in accordance with City of Belton Code of Ordinances Chapter 2; and

WHEREAS, Pyramid Excavation and Construction, Inc. was the lowest and best bid of $379,495.78.

Breit Construction, LLC	Pyramid Excavation and Construction, Inc.	TC Fuller Construction, LLC
$448,919.00	$379,495.78	$408,758.00

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

SECTION 1. That the Contract for Services with Pyramid Excavation and Construction, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, for the East Cambridge Road Culvert Replacement Project in the not-to-exceed amount of $379,495.78 is hereby approved for purposes described above.

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 _____, 2021.

_____

Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the ____ day of ____, 2021, and adopted at a meeting of the City Council held the _____ day of ____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

_____

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: August 10, 2021 **DIVISION:** Public Works/Transportation

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

☐ Ordinance	☒ Resolution	☒ Consent Item	☐ Change Order	☐ Motion
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ISSUE/RECOMMENDATION:

Two stormwater culverts under Cambridge Road approximately 1700' east of Peculiar Drive have experienced joint separation causing soil from around the pipes to be washed through the pipes undermining the roadbed and causing deterioration and settlement.

A design was prepared by Olsson for replacement of the culverts under Task Agreement 2019-02 (R2019-34) that proposed a 12'x4' reinforced concrete box culvert for the east crossing and a 9'x5' reinforced concrete box culvert for the west crossing.

Bids were solicited through Request for Proposal Number 21-020: Two (2) East Cambridge Road Culvert Replacements for construction of the designed improvements. The City received three (3) bid packages in accordance with City of Belton Code of Ordinances.

Pyramid Excavation and Construction, Inc. was the lowest and best bid of $379,495.78.

Breit Construction, LLC	Pyramid Excavation and Construction, Inc.	TC Fuller Construction, LLC
$448,919.00	$379,495.78	$408,758.00

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Pyramid Excavation and Construction, Inc.
Amount of Request/Contract:	$	379,495.78
Funding Source:		451-5620-495-7117

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a Contract for Services with Pyramid Excavation and Construction, Inc. for two East Cambridge Road Culvert Replacements in the not-to-exceed amount of $379,495.78.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Exhibit A: Contract for Services with Pyramid Excavation and Construction, Inc. for East Cambridge Road Culvert Replacements

CITY OF BELTON
CONTRACT FOR SERVICES

EAST CAMBRIDGE ROAD CULVERT REPLACEMENTS

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between PYRAMID EXCAVATION & CONSTRUCTION, INC., an entity organized and existing under the laws of the State of KANSAS, with its principal office located at 11102 HICKMAN MILLS DR KANSAS CITY, MISSOURI 64134, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-020 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall be completed by December 3, 2021. Liquidated damages will commence on December 6, 2021. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of $379,495.78.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after

the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day ($)
From More Than ($)	To and Including ($)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the Public Works Director, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution).

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII
TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX
ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI
REQUIRED SAFETY TRAINING

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

    * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF BELTON, MISSOURI

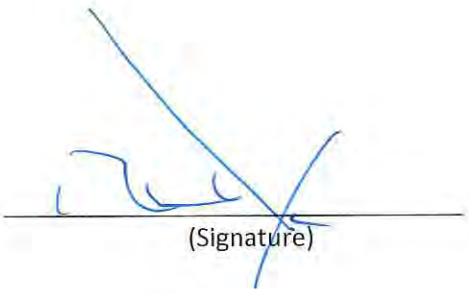
By: _____
Norman K. Larkey, Sr., Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: PYRAMID EXCAVATION & CONSTRUCTION, INC.
(Print Name)


(Signature)

Title: ROBERT C. YUNGER, PRESIDENT

Attest: WILLIAM A. CLARK, SEC/TREASURER
(Print Name)

(Signature)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

East Cambridge Road Culvert Replacements

A mandatory Pre-Bid Meeting will be held on July 12, 2021 at 10:00 a.m., local time, and July 13, 2021 at 10:00 a.m., local time, at the Belton City Hall Annex in the Council Chambers. All bidders must attend one meeting. Bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.

ANTICIPATED SCOPE OF SERVICES:

The project consists of removing existing culverts at two separate locations and installing 9'x5' RCB culvert at east crossing and 12'x4' RCB culvert at west crossing.

SPECIFICATIONS THAT APPLY

1. Project Special Specifications
2. City of Belton Design and Construction Manual
3. KC Metro APWA Standards and Specifications
4. MoDOT Standards and Specifications

MEASUREMENT AND PAYMENT

The work provided for in these specifications shall consist of all materials, labor, equipment, and overhead costs required for completion of this project, in accordance with the plans and specifications, shall be included in the total construction costs, which is a summation of the extensions of the items in the Proposal. Alternatives shown, if any, shall also include all costs involved in the completion of that portion of the work which differs from the base bid.

All costs in connection with the work, including mobilization, bonds, insurance and taxes, supplies and appurtenances, all construction plans and the performance of all labor to complete the work, shall be included in the items listed in the proposal. Should the Contractor find that the quantity of any item will exceed that which is shown in the Proposal, he must notify the Engineer immediately so that it may be determined if a change order will be required.

Any costs involved in reducing the moisture content in soils will be at the expense of the Contractor. Borrow material, to enable placement of the embankment, shall be obtained by the Contractor from an off-site source at the Contractor's expense.

The specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the City of Belton Standard Specifications in effect at the time of the letting. Reinforced box culvert construction shall be in accordance with "Missouri Standard Specifications for Highway Construction" (2020 Second Edition).

Testing, including but not limited to roll testing, materials testing, concrete field and cylinder testing, and any other test deemed necessary for quality assurance and control shall be subsidiary to the item for which testing is performed.

Item 1 - Mobilization
Payment shall be at the lump sum bid price as shown on the proposal. It shall consist of preparatory work including movement of personnel and equipment to the project. Payment shall be paid in full at the end of the first regular pay period less appropriate retainage provided the construction has started. Anything necessary for proper mobilization not specifically mentioned shall be considered subsidiary.

Item 2 - Traffic Control
Payment will be made at the lump sum bid price as shown in the Proposal. Payment shall include all labor, material, equipment, and appurtenant work required to provide, erect, and maintain the traffic control devices throughout construction in accordance with the Plans and Specifications. Anything necessary for proper traffic control not specifically mentioned shall be considered subsidiary.

Item 3 – Construction Staking
Payment will be made at the lump sum bid price as shown in the Proposal. Payment shall include all staking, establishing vertical and horizontal control points, and property corner resetting. Resetting of any vertical and horizontal control monuments on property corners that are disturbed that are not shown on the plans are subsidiary to construction staking. Anything necessary for proper construction staking not specifically mentioned shall be considered subsidiary.

Item 4 – Clearing, Grubbing, and Demolition
Payment will be made at the lump sum bid price as shown in the Proposal. Payment is full compensation for the work specified and shall include tree removal regardless of size. Demolition includes removal and disposal of all existing pavement, driveway, sidewalks, storm, and sanitary sewer required to complete the project. Anything necessary for clearing, grubbing, and demolition not specifically mentioned shall be considered subsidiary.

Item 5 – Erosion and Sediment Control
Payment will be made at the lump sum bid price as shown in the Proposal. Payment is full compensation for the work specified and shall include construction (and removal) of the rock ditch check and frequent cleaning and maintenance of the ditch check to control sediment runoff from construction. Furnishing and installing according to manufacturer's recommendations a Class 1, Type C erosion control blanket prior to seeding. Re-staking or replacing the erosion control blanket if damaged prior to vegetation establishment, shall be the responsibility of the contractor. A land disturbance permit is not required through MDNR; however, the contractor shall follow the best practices outlined in the plans in specifications to provide a clean, safe and

preventative work site to minimize pollution to the downstream river. Anything necessary for proper erosion and sediment control not specifically mentioned shall be considered subsidiary.

Item 6 – Asphalt Pavement Removal and Replacement
Measurement will be made for asphalt pavement removal and replacement by the square yard of exposed surface. Measurement will be based on the plan quantity regardless of the actual patched area, unless the Contractor is specifically authorized by the Engineer to repair additional areas. In the event that asphalt is not available or cannot be placed due to temperature limitations, the Contractor shall install a wedge at both ends of the street cut repair to transition the existing pavement and street cut repair, leaving the surface 2 inches low, then once asphalt is available the Contractor shall pave the top lift of the street cut repair. Constructing and removing the asphalt or concrete wedge shall be subsidiary to the street cut repair. Payment will be made at the contract unit price bid and is full compensation for the specified work. Anything necessary for proper asphalt pavement removal and replacement not specifically mentioned shall be considered subsidiary.

Items 7 & 8 – Reinforced Concrete Box Culvert
No measurement will be made of reinforced concrete box culvert. Final payment will be based on plan quantities unless directed by the Engineer to modify the proposed length. Payment will be made at the contract unit bid price per linear foot included in the Proposal. Price shall include excavation, compaction, aggregate bedding (and foundation stabilization if required), concrete, steel and all materials and labor needed to construct the box culvert as specified. The Contractor may elect to use a precast box culvert in lieu of a cast in place structure. If a precast box is preferred, the Contractor must prepare and submit shop drawings, details, and calculations sealed by an Engineer licensed in the state of Missouri for the Engineer's review and approval. Anything necessary for proper provision of reinforced concrete box culverts not specifically mentioned shall be considered subsidiary.

Item 9 – RCB End Section
No measurement will be made of reinforced concrete box culvert. Final payment will be based on plan quantities. Payment will be made at the contract unit bid price per each end section included in the Proposal. Price shall include excavation, compaction, aggregate bedding (and foundation stabilization if required), concrete, steel, and all materials and labor needed to construct the end section as specified. A precast end section will not be allowed. Anything necessary for proper construction of culvert end sections not specifically mentioned shall be considered subsidiary.

Item 10 – APWA Heavy Stone Riprap
This work shall consist of all materials, labor, equipment, and other incidentals necessary to construct riprap installations to the limits and depths as indicated in the plans, except as further clarified hereafter. Stone gradation shall be as follows:

Rock Size (in)	Rock Size (lbs)	Minimum Percent Larger by Weight
27"	1000	None
21"	500	50%
12"	75	90%

Minimum depth of heavy stone riprap shall be 40 inches. Riprap shall be keyed in; excavation and proper spoils removal and disposal shall be subsidiary. Filter fabric shall be placed under all non-grouted riprap and is subsidiary to the bid item. Measurement shall be by the square yard of acceptable riprap satisfactorily placed. Payment shall be made at the Contract unit price as shown in the Proposal and shall be full compensation for furnishing all labor, materials, and appurtenant work. Anything necessary for proper provision of riprap not specifically mentioned shall be considered subsidiary.

Item 11 – MoDOT Type 5 Aggregate Surface

Aggregate surface shall be measured by the square yard of acceptable, compacted, and in place aggregate to provide a finished project as intended by the Contract Documents. Payment shall be at the contract unit price bid as shown in the proposal for MoDOT Type 5 aggregate surface. Payment shall be full compensation for furnishing and installing all materials and appurtenant work necessary to complete the work. Anything necessary for proper provision of Type 5 aggregate surface not specifically mentioned shall be considered subsidiary.

Item 12 – Handrailing

Measurement will made of completely fabricated sections of the handrail by the linear foot determined by measuring from end to end of handrail. Payment for handrail will be made as full compensation for fabricating and installing the handrail according to the plans and specifications. Anything necessary for proper provision of handrailing not specifically mentioned shall be considered subsidiary.

Item 13 – Barbed Wire Fence Removal and Replacement

Measured quantities will be used for the final payment of barbed wire fence removal and replacement. Payment will be made at the contract unit bid price per linear foot as shown in the Proposal. Payment shall include all labor, material, equipment, tools, removal of existing barbed wire fence (including gates), haul off, and performance of all work necessary for completing the process of furnishing and installing new barbed wire fence (including gates) as specified and shown on the plans for the project. All temporary fence required for the project shall be considered subsidiary to fence removal and replacement. Anything necessary for proper removal and replacement of barbed wire fence not specifically mentioned shall be considered subsidiary.

Item 14 – Seeding

Measurement for seeding shall be based on actual quantities per square yard of acceptable seeding installed at the unit price set forth in the Proposal. Payment for the unit price shall include full compensation for all labor, materials (including topsoil, mulch, ect.), watering, and equipment needed to complete the work. Any seeding needed to restore areas outside the

project easements shall be provided at the Contractor's expense. Anything necessary for proper seeding not specifically mentioned shall be considered subsidiary.

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Haden Mattke, Engineer I, City of Belton, by phone at (816) 892-1258 or by email at hmattke@belton.org. **All questions must be received (3) days prior to the bid opening.**

APPENDIX B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

C. *Contract Period*

Award of this contract is anticipated prior to the end of August 2021.

D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

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

   i. Severability of Interests Coverage applying to Additional Insureds
   ii. Contractual Liability

iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,500,000
iv. No Contractual Liability Limitation Endorsement
v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

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

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

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

d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.

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

f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

B. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

C. *Exemption from Taxes*

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

D. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employee involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

E. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Belton City Council at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

F. *Cancellation*
The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. *Contractual Disputes*
The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

H. *Severability*
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

I. *Applicable Laws*
This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

J. *Drug/Crime Free Workplace*

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);

3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

K. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Belton.

L. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Prevoiling Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 23). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (Section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting body of $100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (Section 290.250, RSMo).

O. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

P. *Mobilization, Bonds, and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

Q. *Bid Bond*

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. *Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. *Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work

performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the 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 do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

U. *Rejection af Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

V. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

W. *American Products*

Pursuant to RSMo 34.353 for Contracts over $25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
    a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars ($25,000), or
    b. The contractor shall provide evidence sufficient for the City to certify in writing that:
        i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or

ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.

2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
   a. Specify the nature of the contract,
   b. Specify the product being purchased or leased,
   c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
   d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
   e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

X. *Affidavit of Work Authorization and Documentation*
Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(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 ROBERT C. YUNGER, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:
ROBERT C. YUNGER, PRESIDENT

Company:
PYRAMID EXCAVATION & CONSTRUCTION, INC.

Address:
11102 HICKMAN MILLS DR, KANSAS CITY, MISSOURI 64134

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

2 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: Project #21-020.

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

4 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.

PYRAMID EXCAVATION & CONSTRUCTION, INC.

Company Name

Signature

Name: ROBERT C. YUNGER

Title: PRESIDENT

Subscribed and sworn to before me this 3RD day of AUGUST, 2021.

STATE OF MISSOURI COUNTY OF JACKSON

Notary Public:

KRISTIN YUNGER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/26/2024
COMMISSION # 16949604

My Commission Expires: OCTOBER 26, 2024

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (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, the Social Security Administration, and the Department of Homeland Security - Verification Division.

Company ID Number: 203471

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 203471

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

Employer Pyramid Excavation & Construction, Inc.

Teddy Yunger	
Name (Please Type or Print)	Title
Electronically Signed	04/03/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	04/03/2009
Signature	Date

Company ID Number: 203471

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Pyramid Excavation & Construction, Inc.

Company Facility Address: 11102 Hickman Mills Dr

Kansas City, MO 64134

Company Alternate Address:

County or Parish: JACKSON

Employer Identification Number: 481135388

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 203471

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2021

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

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

PRODUCER IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210 License#: PC-1210733	CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: certs@imacorp.com
INSURED PYRAEXC-01 Pyramid Excavation & Construction, Inc. 11102 Hickman Mills Drive Kansas City MO 64134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Cincinnati Insurance Company — 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 474391358 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP 0503745	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			EPP 0503745	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			EPP 0503745	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EPP 0503745	10/1/2020	10/1/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP No. 21-020, East Cambridge Road Culvert Replacements.
City of Belton, Missouri is included as Primary Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

City of Belton, Missouri
Public Works Department
506 Main Street
Belton MO 64012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Vincent

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SECTION VIII
E

BILL NO. 2021-46 **ORDINANCE NO.**

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE DOCUMENTS RELATING TO SECURING FUNDS ON BEHALF OF THE CITY THROUGH THE AMERICAN RESCUE PLAN ACT BEING ADMINISTERED BY THE MISSOURI STATE TREASURER'S OFFICE.

WHEREAS, Congress passed, and the President signed The American Rescue Plan Act 0f 2021 ("**ARPA**") on March 11, 2021; and

WHEREAS, The ARPA appropriates $19.53 billion to States for distribution to tens of thousands of non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000, of which the City of Belton is among said local governments; and

WHEREAS, it is anticipated the State of Missouri Treasurer's Office will soon be receiving and distributing said funds and essential documents will need to be signed by a City representative in a timely manner.

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

Section 1. The City Council hereby authorizes and approves the State of Missouri American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Non-Entitlement Units of Local Government Application, US Treasury Award Terms and Conditions Agreement and Assurances of Compliance with Title VI of the Civil Rights Act of 1964 herein attached and incorporated as Exhibit A.

Section 2. The Finance Director is authorized to sign the application and all forms and documents required to secure ARPA Funding for the City of Belton.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

_____
Mayor Norman K. Larkey, Sr.

Approved this ___ day of _____, 2021.

_____
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a meeting of the City Council held on the ___ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

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

State of Missouri
American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units of Local Government Application

Name of City, Town, or Village (NEU):
City of Belton

Section 1

☑ Option 1: Request allocation of local fiscal recovery funds.

☐ Option 2: Decline funding allocation and transfer funds to the State of Missouri under Section 603(c)(4).

Section 2

Complete all sections if Option 1 was checked; otherwise skip to Section 3 if Option 2 was selected

Taxpayer Identification Number of City/Town/Village:
44-6000137

DUNS Number of City/Town/Village:
787092071

Address of City Hall/Town/Village Office:
506 Main, Belton, MO 64012

Authorized Representative of City/Town/Village:

Name: Sheila Ernzen

Title:
Assistant City Manager/ Finance Director

Email:
sernzen@belton.org

Contact Person in City/Town/Village:

Name: Stephanie Harris

Title: Assistant Finance Director

Phone: 816-331-4331

Email: stephanieharris@belton.org

Section 3

(Must be completed even when Option 2 is selected)

Authorized Representative Signature: _____

Date of Signature: _____

Please return this signed document to ARPA@oa.mo.gov

Section 4
(Verification of items necessary for the State of Missouri to process payment.)

✓ I have provided the State of Missouri the NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. If the NEU does not adopt a formal budget, the NEU is allowed to certify its most recent annual total expenditures as of January 27, 2020, in lieu of the NEU's budget total. Operating - $67,408,138
Capital - $19,011,106, Total = $86,419,244

✓ I have reviewed and signed the *US Treasury Award Terms and Conditions Agreement* to be returned to the State with this agreement.
https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf

✓ I have reviewed and signed the *Assurances of Compliance with Title VI of the Civil Rights Act of 1964* to be returned to the State with this agreement.
https://home.treasury.gov/system/files/136/Title_VI_Assurances.pdf

✓ I have completed and physically signed the State of Missouri's *Vendor Input/ACH-EFT Application* to be returned to the State with this agreement.
https://oa.mo.gov/sites/default/files/vendor_input_ach_eftd.pdf

Resources:
NEU specific FAQs: https://home.treasury.gov/system/files/136/NEU-FAQs.pdf
General FAQs: https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf
STO website: https://treasurer.mo.gov/COVID

Compliance and reporting guidance: https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

REMINDER: An NEU should retain signed copies of this agreement and the agreements signed as part of Section 4 above except the Vendor Input/ACH-EFT Application. These items will be included in the first report due to Treasury on or before October 31, 2021. If not already registered, the NEU should register in SAM.gov.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: **787092071**
City of Belton **Attn: Sheila Ernzen** **506 Main** **Belton, MO 64012**	Taxpayer Identification Number: **44-6000137** Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____

Authorized Representative: **Sheila Ernzen**

Title: **Assistant City Manager / Finance Director**

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Belton _____ _____

Recipient Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

SECTION VIII
F

BILL NO. 2021-47 **ORDINANCE NO.**

AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND FOR THE DEBT SERVICE FUND FOR FISCAL YEAR 2022.

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

WHEREAS, the public hearing notice was advertised in the North Cass Herald newspaper on July 30, 2021 as is required by RSMO 67.110.

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

Section 1. GENERAL LEVY: The rate of tax for municipal purposes upon all subject and objects of taxation for fiscal year beginning April 1, 2021 and ending March 31, 2022 shall be and is hereby fixed at ($0.4942) on the one hundred dollar ($100.00) valuation.

Section 2. DEBT SERVICE LEVY: The rate of tax for General Fund debt service upon all subjects and objects of taxation for the fiscal year beginning April 1, 2021 and ending March 31, 2022, shall be and is hereby fixed at ($1.3305) on the one hundred dollar ($100.00) valuation.

Section 3. PARK FUND: The rate of tax for Park Fund purposes upon all subjects and objects of taxation for the fiscal year beginning April 1, 2021 and ending March 31, 2022, shall be and hereby is fixed at ($0.2199) on one hundred dollar ($100.00) valuation.

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

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

Section 6. EFFECTIVE DATE: This ordinance shall have retroactive effective upon its passage and approval from April 1, 2021.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

_____
Mayor Norman K Larkey, Sr

Approved this _____ day of _____, 2021

_____
Mayor Norman K Larkey, Sr

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 introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

_____
Andrea Cunningham, City Clerk
of the City of Belton, Miss

SECTION VIII
G

BILL NO. 2021-48 **ORDINANCE NO.**

AN ORDINANCE APPROVING A CONTRACT FOR SERVICES WITH HAREN CONTRACTING, LLC FOR THE PUBLIC WORKS FACILITY RENOVATION IN THE NOT-TO-EXCEED AMOUNT OF $665,140.33 AND THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2022 ADOPTED CITY BUDGET.

WHEREAS, in 2020, the City of Belton purchased the old Seabee's Lot at 700 Seabee Road and is turning it into the new Public Works Facility. The facility was abandoned for many years and the City is rehabilitating the facility from its current state of disrepair, in order to make this facility suitable for the Public Works Department. The City is utilizing a general contractor to finish the restoration of the buildings at the location. The scope of the work to be completed includes mechanical, electrical, plumbing, flooring, drywall, and cabinet finishes; and

WHEREAS, Bids were solicited through Request for Proposal Number 21-021: Public Works Facility Renovation, and the City received three (3) bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures. Haren Companies, LLC was the lowest and best bid in the not-to-exceed amount of $665,140.33; and

Haren Companies, LLC	Infinity Group, LLC	Rothwell Construction, Inc.
$665,140.33	$799,700.00	$667,000.00

WHEREAS, on March 23, 2021 under Ordinance No. 2021-4614, the City Council approved the Fiscal Year 2022 City Budget; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2022 City Budget, there has been an increase in the cost of building supplies due to the effect that COVID-19 had on the supply chain requiring that additional funds be appropriated to the Public Works Facility budget to complete the project.

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

Section 1. That the Contract for Services with Haren Contracting, LLC for the Public Works Facility Renovation in the not-to-exceed amount of $665,140.33, herein attached and incorporated in this Ordinance as **Exhibit A**, is approved.

Section 2. In the Street Fund, # 225 …

INCREASE the balance by $ 180,000 (whole dollars) of Expenditure line item, # 225-0000-495-7200 , named Capital Outlay – Building – Public Works Facility .

DECREASE the balance by $ 180,000 (whole dollars) of Expenditure line item, # 225-0000-400-9000 , named Rainy Day .

Section 3. In the Wastewater Fund, # 660 …

INCREASE the balance by $ 180,000 (whole dollars) of Expenditure line item, # 660-0000-495-7200 , named Capital Outlay – Building – Public Works Facility.

DECREASE the balance by $ 180,000 (whole dollars) of Expenditure line item, # 660-0000-400-9000 , named Rainy Day .

Section 4. In the Water Fund, # 662 …

INCREASE the balance by $ 180,000 (whole dollars) of Expenditure line item, # 662-0000-495-7200 , named Capital Outlay – Building – Public Works Facility.

DECREASE the balance by $ 180,000 (whole dollars) of Expenditure line item, # 662-0000-400-9000 , named Rainy Day .

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval.

Section 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

_____
Mayor Norman K Larkey, Sr

Approved this _____ day of _____, 2021

_____
Mayor Norman K Larkey, Sr

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 introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10, 2021 **DIVISION:** Public Works/Transportation

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

☒ Ordinance	☐ Resolution	☐ Consent Item	☐ Change Order	☐ Motion
☒ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ISSUE/RECOMMENDATION:

In 2020, the City of Belton purchased the old Seabee's Lot at 700 Seabee Road and is turning it into the new Public Works Facility. The facility has been abandoned for many years and is in a state of disrepair. In order to make this facility suitable for the Public Works Department, the City will utilize a general contractor to finish the restoration of the buildings at the lot. The scope of the work to be completed includes mechanical, electrical, plumbing, flooring, drywall, and cabinet finishes.

Bids were solicited through Request for Proposal Number 21-021: Public Works Facility Renovation, and the City received three (3) bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures.

Haren Companies, LLC was the lowest and best bid in the not-to-exceed amount of $665,140.33.

Haren Companies, LLC	Infinity Group, LLC	Rothwell Construction, Inc.
$665,140.33	$799,700.00	$667,000.00

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Haren Companies, LLC
Amount of Request/Contract:	$	665,140.33
Funding Source:		225-0000-495-7200; 660-0000-495-7200; 662-0000-495-7200

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance approving a Contract for Services with Haren Companies, LLC for the Public Works Facility Renovation in the not-to-exceed amount of $665,140.33.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Exhibit A: Contract for Services for the Public Works Facility Renovation

CITY OF BELTON
CONTRACT FOR SERVICES

Public Works Facility Renovation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this_____, 2021 between HARLEN CONTRACTING, LLC, an entity organized and existing under the laws of the State of WY, with its principal office located at 8035 NIEMAN Rd, LENEXA, KS, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-021 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall be completed by November 1, 2021. Liquidated damages will commence on November 2, 2021. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of $665,140.33.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after

the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day ($)
From More Than ($)	To and Including ($)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the Public Works Director, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution).

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII
TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX
ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI
REQUIRED SAFETY TRAINING

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period.* If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

    * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____
Norman K. Larkey, Sr., Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: TRENT GUSTIN _____
(Print Name)

_____
(Signature)

Title: FIELD OPERATIONS MANAGER

Attest: JEFFREY G WASINGER _____
(Print Name)

_____
(Signature)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Public Works Facility Renovations

A mandatory Pre-Bid Meeting will be held on July 22, 2021 at 9:00 a.m., local time, and July 23, 2021 at 9:00 a.m., local time, at 700 Seabee Rd., Belton, MO 64012. All bidders must attend one meeting. Bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.

ANTICIPATED SCOPE OF SERVICES:

The City of Belton is requesting proposals for renovations at the new Public Works Facility located at 700 Seabee Rd., Belton, MO, 64012. The scope of work for this project includes all mechanical, electrical, plumbing, flooring, cabinets, and drywall for the Operations and Administration buildings at the new facility. Bidders will be responsible for all project coordination, scheduling, licensing, and cleanup. Bidders should demonstrate experience with general contracting and renovation work in their proposals. Building locations can be seen in Attachment 3 of this document.

SPECIFICATIONS THAT APPLY

1. Project Special Specifications
2. City of Belton Design and Construction Manual
3. KC Metro APWA Standards and Specifications
4. MoDOT Standards and Specifications

METHODS AND PAYMENTS

Item 1 - 2" SAN – Payment for the 2" SAN shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 2 - 4" SAN – Payment for the 4" SAN shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe

installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 3 - 2" Vent – Payment for the 2" Vent shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 4 - 1" Gas Line – Payment for the 1" Gas Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 5 – ½" Gas Line – Payment for the ½" Gas Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 6 – ¾" Gas Line – Payment for the ¾" Gas Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 7 – ¾" Water Line – Payment for the ¾" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 8 – ½" Water Line – Payment for the ½" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 9 - Plumbing Equipment – Payment shall be at the lump sum bid price as shown in the Proposal. Plumbing Equipment shall consist of 1 mop sink, 1 water cooler, and 1 water heater as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the plumbing equipment completelt and all other work incidental thereto.

Item 10 – 8" Dia. Duct – Payment for the 8" Dia. Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 11 – 12" Dia. Duct – Payment for the 12" Dia. Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the

inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 12 – 14" Dia. Duct – Payment for the 14" Dia. Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 13 – 16" Dia. Duct – Payment for the 16" Dia. Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 14 – 12" X 24" Duct – Payment for the 12" X 24" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 15 – 18" X 12" Duct – Payment for the 18" X 12" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set

forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 16 - HVAC Equipment – Payment shall be at the lump sum bid price as shown in the Proposal. HVAC Equipment shall consist of 3 furnaces, 3 condensing units, and 2 exhaust fans as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the HVAC equipment completely and all other work incidental thereto.

Item 17 – Thermostat – Payment for install thermostats shall be paid for at the unit price set forth in the Bid Schedule per each for each thermostat installed in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing thermostats and all other work incidental thereto.

Item 18 - Lighting – Payment shall be at the lump sum bid price as shown in the Proposal. Lighting shall include the sensors, switches, layout, and fixtures as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the lighting completely and all other work incidental thereto.

Item 19 – Electrical Power – Payment shall be at the lump sum bid price as shown in the Proposal. Electrical Power shall include the electrical runs and outlets as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the electrical power completely and all other work incidental thereto.

Item 20 - Plumbing Finishes – Payment shall be at the lump sum bid price as shown in the Proposal. Plumbing Finishes shall consist of 3 water closets, 3 bathroom sinks, and 1 double kitchen sink as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the plumbing finishes completely and all other work incidental thereto.

Item 21 – LVT Floor – Payment for the LVT Floor shall be paid for at the unit price set forth in the Bid Schedule per square foot for luxury vinyl tile flooring, in accordance with the plans and specifications. Measurement for payment shall be based on the square footage of LVT installed.

The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the LVT completely and all other work incidental thereto.

Item 22 – Carpet Floor – Payment for the Carpet Floor shall be paid for at the unit price set forth in the Bid Schedule per square foot for carpet flooring, in accordance with the plans and specifications. Measurement for payment shall be based on the square footage of carpet installed. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the carpet completely and all other work incidental thereto.

Item 23 - Drywall – Payment shall be at the lump sum bid price as shown in the Proposal. Drywall shall include all finishes up to paint, as indicated in the Contract Drawings. The contractor will be responsible for determining the dimensions necessary for drywall required on the project. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the Drywall completely and all other work incidental thereto.

Item 24 – Cabinets - Payment shall be at the lump sum bid price as shown in the Proposal. Cabinets shall include all construction, installation, and staining as indicated in the Contract Drawings. The cabinets include 30 feet of upper, and 24 feet of lowers, along with three – four foot vanities. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the cabinets completely and all other work incidental thereto.

Item 25 - 2" SAN – Payment for the 2" SAN shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 26 - 4" SAN – Payment for the 4" SAN shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the

connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 27 - 2" Vent – Payment for the 2" Vent shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 28 – 1-1/4" Gas Line – Payment for the 1-1/4" Gas Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 29 – ½" Gas Line – Payment for the ½" Gas Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 30 – 2-1/2" Water Line – Payment for the 2-1/2" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 31 – 2" Water Line – Payment for the 2" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 32 – 2" Water Line – Payment for the 2" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 33 – ¾" Water Line – Payment for the ¾" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 34 – ½" Water Line – Payment for the ½" Water Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe completely and all other work incidental thereto.

Item 35 - Plumbing Equipment – Payment shall be at the lump sum bid price as shown in the Proposal. Plumbing Equipment shall consist of 1 mop sink, 1 water cooler, and 1 water heater as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the plumbing equipment completelt and all other work incidental thereto.

Item 36 – 6" Dia. Duct – Payment for the 6" Dia. Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 37 – 10" Dia. Duct – Payment for the 10" Dia. Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 38 – 8" X 8" Duct – Payment for the 8" X 8" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 39 – 10" X 8" Duct – Payment for the 10" X 8" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and

equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 40 – 10" X 10" Duct – Payment for the 10" X 10" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 41 – 10" X 12" Duct – Payment for the 10" X 12" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 42 – 12" X 12" Duct – Payment for the 12" X 12" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 43 – 12" X 16" Duct – Payment for the 12" X 16" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and

equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 44 – 14" X 14" Duct – Payment for the 14" X 14" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 45 – 16" X 16" Duct – Payment for the 16" X 16" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 46 – 16" X 18" Duct – Payment for the 16" X 18" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 47 – 24" X 24" Duct – Payment for the 24" X 24" Duct shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of duct installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of Duct installed. Duct length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and

equipment required in furnishing and installing the duct completely and all other work incidental thereto.

Item 48 - HVAC Equipment – Payment shall be at the lump sum bid price as shown in the Proposal. HVAC Equipment shall consist of 3 furnaces, 3 condensing units, and 1 exhaust fan as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the HVAC equipment completely and all other work incidental thereto.

Item 49 – Thermostat – Payment for the installation of thermostats shall be paid for at the unit price set forth in the Bid Schedule per each for each thermostat installed in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing thermostats and all other work incidental thereto.

Item 50 - Lighting – Payment shall be at the lump sum bid price as shown in the Proposal. Lighting shall include the sensors, switches, layout, and fixtures as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the lighting completely and all other work incidental thereto.

Item 51 – Electrical Power – Payment shall be at the lump sum bid price as shown in the Proposal. Electrical Power shall include the the electrical runs and outlets as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the plumbing equipment completely and all other work incidental thereto.

Item 52 - Plumbing Finishes – Payment shall be at the lump sum bid price as shown in the Proposal. Plumbing Finishes shall consist of 5 water closets, 2 urinals, 2 bathroom sinks plus vanities (as drawn), 3 showers, and 1 double kitchen sink as indicated in the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the plumbing finishes completely and all other work incidental thereto.

Item 53 – Epoxy Floor – Payment for the Epoxy Floor shall be paid for at the unit price set forth in the Bid Schedule per square foot for epoxy flooring, in accordance with the plans and specifications. Measurement for payment shall be based on the square footage of epoxy

installed. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the epoxy completely and all other work incidental thereto.

Item 54 – Carpet Floor – Payment for the Carpet Floor shall be paid for at the unit price set forth in the Bid Schedule per square foot for carpet flooring, in accordance with the plans and specifications. Measurement for payment shall be based on the square footage of carpet installed. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the carpet completely and all other work incidental thereto.

Item 55 – LVT Floor – Payment for the LVT Floor shall be paid for at the unit price set forth in the Bid Schedule per square foot for luxury vinyl tile flooring, in accordance with the plans and specifications. Measurement for payment shall be based on the square footage of LVT installed. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the LVT completely and all other work incidental thereto.

Item 56 – Cabinets - Payment shall be at the lump sum bid price as shown in the Proposal. Cabinets shall include all construction, installation, and staining as indicated in the Contract Drawings. The cabinets include 15 feet of upper, and 12 feet of lowers, along with two – four foot vanities. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials and equipment required in furnishing and installing the cabinets completely and all other work incidental thereto.

Item 57 – Mobilization – Payment for mobilization shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, and materials necessary, including but not limited to, compensation for the deployment of laborers and equipment to the site, site preparation, final site clean-up, and demobilization.

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Michael Kuhn, Engineer I, City of Belton, by phone at (816) 892-1293 or by email at mkuhn@belton.org. **All questions must be received (3) days prior to the bid opening.** Project is tax exempt.

APPENDIX B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

C. *Contract Period*

Award of this contract is anticipated prior to the end of August 2021.

D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

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

   i. Severability of Interests Coverage applying to Additional Insureds
   ii. Contractual Liability

iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,500,000
iv. No Contractual Liability Limitation Endorsement
v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

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

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

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

d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.

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

f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

B. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

C. *Exemption from Taxes*

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

D. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employee involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

E. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Belton City Council at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

F. *Cancellation*
The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. *Contractual Disputes*
The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

H. *Severability*
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

I. *Applicable Laws*
This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

J. *Drug/Crime Free Workplace*

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);

3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

K. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Belton.

L. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (Section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting body of $100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (Section 290.250, RSMo).

O. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

P. *Mobilization, Bonds, and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price. Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

Q. *Bid Bond*

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. *Performance Band*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. *Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. *Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work

performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the 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 do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

U. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

V. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

W. *American Products*

Pursuant to RSMo 34.353 for Contracts over $25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
    a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars ($25,000), or
    b. The contractor shall provide evidence sufficient for the City to certify in writing that:
        i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or

ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.

2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
   a. Specify the nature of the contract,
   b. Specify the product being purchased or leased,
   c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
   d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
   e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

X. *Affidavit of Work Authorization and Documentation*

Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(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 Charles Haren who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Charles Haren

Company: Haren Contracting, LLC

Address: 8035 Nieman Rd, Lenexa KS 66214

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

2 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: Project #21-021.

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

4 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.

Haren Contracting LLC
Company Name

Signature

Name: Charles Haren

Title: Manager

Subscribed and sworn to before me this 27th day of July, 2021

STATE OF KS COUNTY OF Johnson

Notary Public: Melissa S Morrow

NOTARY PUBLIC - State of Kansas
MELISSA S. MORROW
My Appt. Exp. 4/19/25

My Commission Expires:

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (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, the Social Security Administration, and the Department of Homeland Security - Verification Division.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2021

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

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

PRODUCER
HUB International Mid-America
9200 Ward Parkway
Suite 500
Kansas City MO 64114

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 816-708-4600 **FAX (A/C, No):** 816-203-4425
E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Builders Casualty	
INSURER B : Employers Mutual Casualty Company	21415
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 47505
Haren Contracting, LLC
8035 Nieman Road
Lenexa, KS 66214

COVERAGES **CERTIFICATE NUMBER:** 281718014 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		6X34225	6/7/2021	6/7/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		6X34225	6/7/2021	6/7/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y		6X34225	6/7/2021	6/7/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC10000021722021A	6/7/2021	6/7/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP 21-021 Public Works Facility Renovation; The City of Belton, Missouri is Additional Insured as respects the General, Auto and Umbrella Liability policies, coverage applies on a Primary, Non-Contributory basis. Policies include Severability of Interests clause and Contractual Liability. Umbrella Liability policy responds to and follows form over the captioned General, Auto and Workers Compensation policies.

CERTIFICATE HOLDER

City of Belton, Missouri
Public Works Department
506 Main Street
Belton MO 64012

CANCELLATION

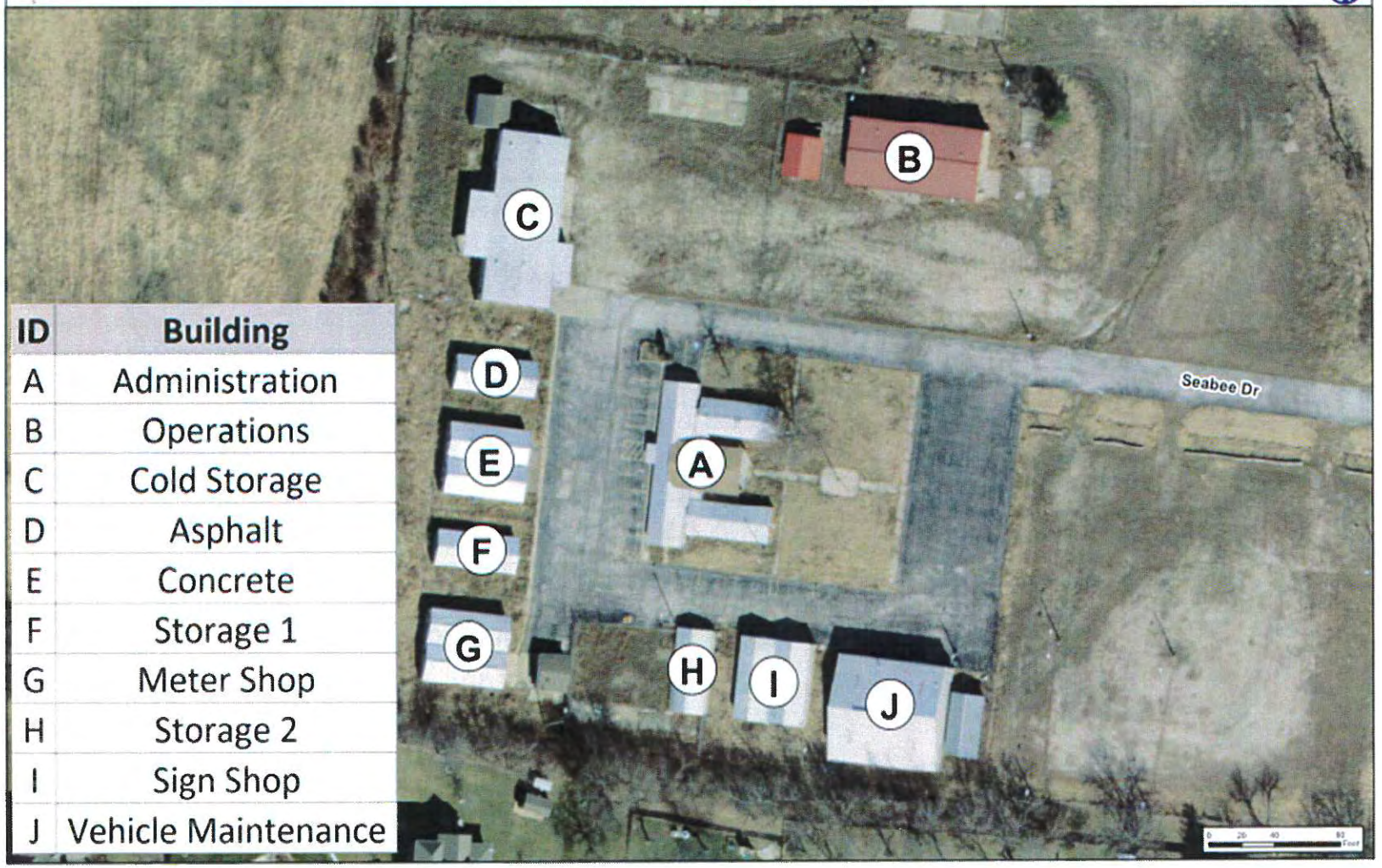
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ATTACHMENT 3

Public Works Facility Buildings



ID	Building
A	Administration
B	Operations
C	Cold Storage
D	Asphalt
E	Concrete
F	Storage 1
G	Meter Shop
H	Storage 2
I	Sign Shop
J	Vehicle Maintenance

SECTION VIII
H

BILL NO. 2021-49 **ORDINANCE NO.**

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW AN ANIMAL SERVICES/KENNEL IN A C-2 GENERAL COMMERCIAL DISTRICT, LOCATED AT 342 NORTH SCOTT AVENUE, BELTON, CASS COUNTY, MISSOURI.

WHEREAS the Belton Planning Commission received a request for a Special Use Permit from Cozy Pet Hotel, LLC to allow a new business in the vacant 2,900 square-foot building located at 342 North Scott Avenue Street; and

WHEREAS, in accordance with UDC 40-2(e) - Standards for Approval, a Special Use Permit may only be granted by the City Council upon certain approval criteria; and

WHEREAS, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on July 19, 2021 in accordance with Missouri law and the provisions of the Unified Development Code Section 40-2- Special Use Provisions; and

WHEREAS the Belton Planning Commission voted to recommend approval of the application to the City Council by an eight to zero vote.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL 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 Special Use Permit to allow an animal services/kennel in a C-2 General Commercial District on the property located at 342 North Scott Avenue.

Section 2. The City Council believes it is in the best interest of the City and for the public health, safety, and general welfare to grant the Special Use Permit referenced in **Section 1** of this Ordinance subject to the following conditions:

1. The Special Use Permit shall be valid for a period of five (5) years after approval from the City Council. Renewal shall be by the filing of a new Special Use Permit application.
2. The Special Use Permit is subject to all the standards of Section 40-2, Special Use provisions, including conditions, transferability, and revocations.
3. The applicant shall obtain the appropriate State of Missouri Animal Care Facility license and shall comply will* (with) all provisions of state requirements in the operation of the kennel.
4. The applicant shall submit to the Department of Planning and Building, copies of periodic inspection reports by the Missouri Department of Agriculture.

5. The applicant shall meet with the owner of 400 N. Scott and address and resolve concerns prior to consideration of the request by City Council.
    - Complete – See "Agreement Form for Special Use" dated July 26, 2021.

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

Section 4. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: August 10, 2021

READ FOR THE SECOND TIME AND PASSED:

_____
Mayor Norman K. Larkey, Sr.

Approved this _____ day of ____, 2021.

_____
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10, 2021 **DIVISION:** Planning and Building Department

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

☒ Ordinance	☐ Resolution	☐ Consent Item	☐ Change Order	☐ Motion
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ITEM FOR CONSIDERATION:
The applicant has requested a Special Use permit to allow a kennel in the vacant, 2,900 square-foot building at 342 North Scott Avenue. The property is zoned a C-2 General Commercial District. The C-2 district is intended to accommodate retail and commercial businesses along commercial corridors.

Certain related service uses, such as animal services/kennel, are listed as allowed with a Special Use Permit in the C-2 district. A Special Use permit is considered on an individual use basis, using approval criteria of Section 40-2 of the Unified Development Code (UDC).

PROPOSED CITY COUNCIL MOTION:
Concur with the Planning Commission recommendation of approval.

BACKGROUND:
Cozy Pet Motel will be open to the public Monday through Saturday, with hours of operation from 8:00am to 6:00pm. Staff will be at the facility on Sunday for pets that are kenneled for the weekend. The business will have five total employees, with two employees at all times during business hours.

The existing building will be remodeled for the proposed use. The new tenant finish will include a reception area with customer lobby, areas for dog grooming, kennels for dogs and cats, and indoor play areas.

Outdoor play areas will be added to the south and west side of the building. These outdoor areas will be fenced and artificial turf will be installed for play activities.

REQUIRED SPECIAL USE STANDARDS FOR APPROVAL:
The UDC requires certain findings be made concerning a Special Use Permit application.

Impact on the public welfare or convenience of the public: The kennel can offer a convenience for residents who may need services for grooming, daycare and overnight stays for pets. It is not likely that the public welfare will be negatively impacted by the kennel operation.

Impact on the value of other property in the neighborhood: The proposed kennel is in a commercial area, and not adjacent to any single-family homes, there should be no impact on quality of life in nearby residential areas. The outdoor play area behind the building abuts the Smoky Hill railroad right-of-way, and the single-family homes west along Hawthorne Court are 120 feet from use.

Nature and intensity of the operation with respect to the immediate neighborhood: A kennel is not an intense operation in a commercial area. The use would have more traffic in the mornings and evenings, and less traffic during the days. The property to the north is an office, and south is a used car dealer.

At the public hearing, the property owner at 400 N. Scott addressed the Planning Commission and expressed concerns about noise, drainage, waste disposal and parking management with the proposed kennel. The Planning Commission directed the applicant to meet with this neighboring property owner to address concerns prior to the item being considered by the City Council.

The attached letter indicates that the applicant and the concerned property owner worked together to resolve these concerns.

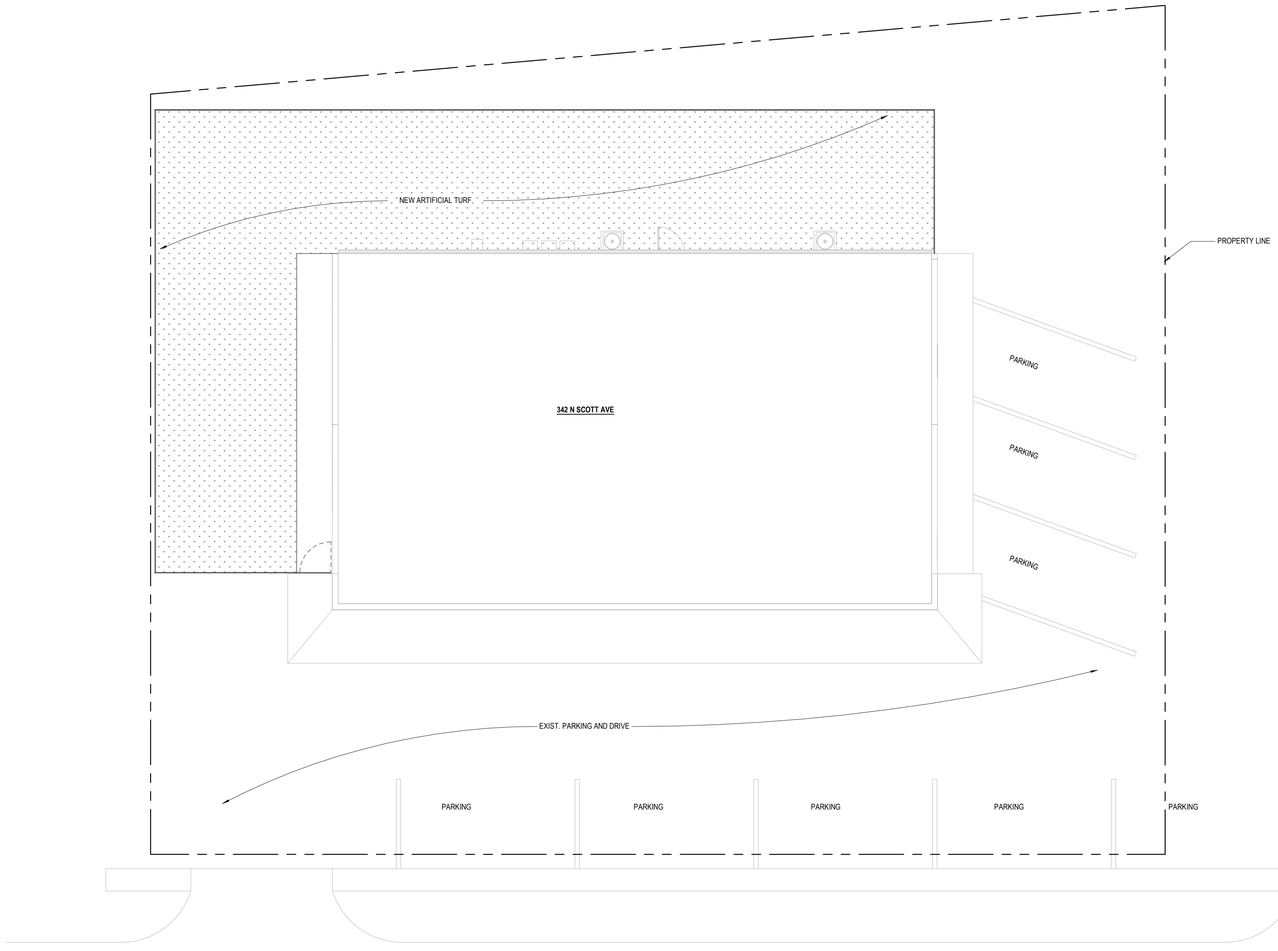
PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

The Planning Commission considered the request at their meeting of July 19, 2021 and recommended approval of the application for the Special Use permit for a kennel, subject to the following conditions:

1. The Special Use Permit shall be valid for a period of five years after approval of City Council. Renewal shall be by the filing of a new Special Use application.
2. The Special Use permit is subject to all the standards of Section 40-2 Special Use provisions, including conditions, transferability and revocations.
3. The applicant shall obtain the appropriate State of Missouri Animal Care Facility license, and shall comply will (with) all provisions of state requirements in the operation of the kennel.*
4. The applicant shall submit to the Department of Planning and Building, copies of periodic inspection reports by the Missouri Department of Agriculture.
5. The applicant shall meet with the owner of 400 N. Scott and address and resolve concerns prior to consideration of the request by City Council.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Site plan, floor plan, elevations
3. Property photograph
4. Letter of agreement



1 **SITE PLAN**
1/8" = 1'-0" RE: 1/P3

WALL TYPES LEGEND:

EXTERIOR WALL:
REINFORCED CONCRETE FOUNDATION / SAFE ROOM WALLS, RE: STRUCTURAL

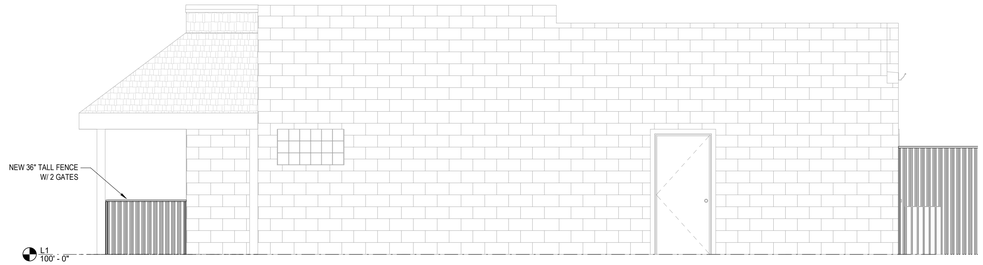
EXTERIOR WALL:
2X4 WALL @ 16" O.C. W/ EXTERIOR SIDING, WRB, WALL SHEATHING, INSUALTION, INT. FINISH

INTERIOR WALL:
2X4 WALL @ 16" O.C., GYP. BOTH SIDES

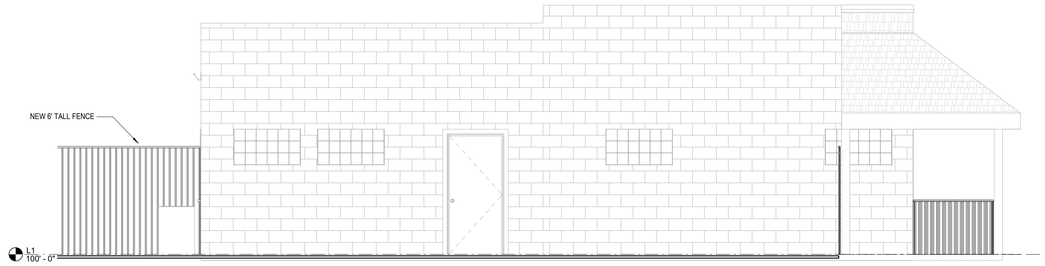
EXISTING WALL TO REMAIN

EXISTING WALL TO BE DEMOLISHED

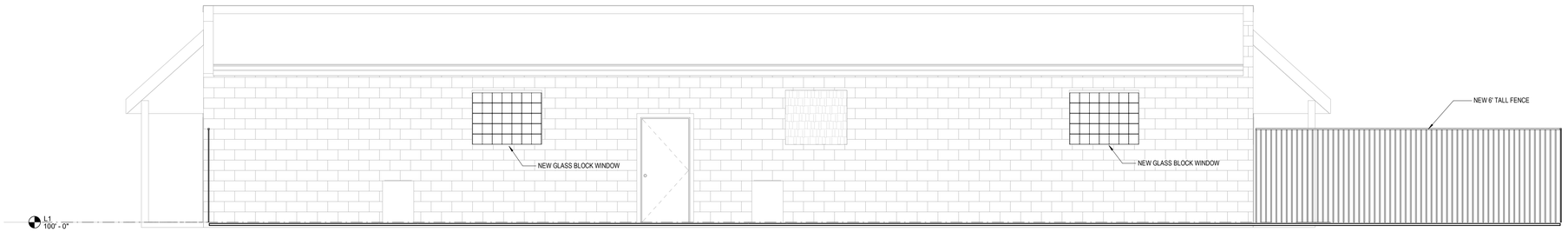
1 FLOOR PLAN - LEVEL 1
1/4" = 1'-0" RE: 1/P3



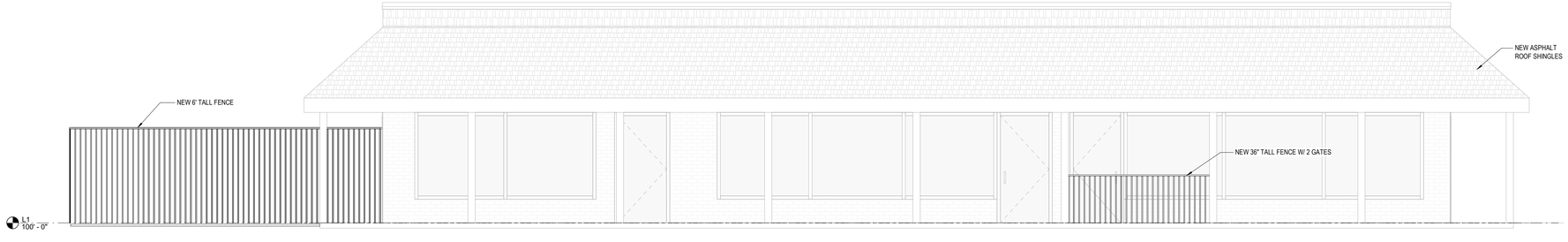
1 **EAST**
1/4" = 1'-0" RE: 1/A102



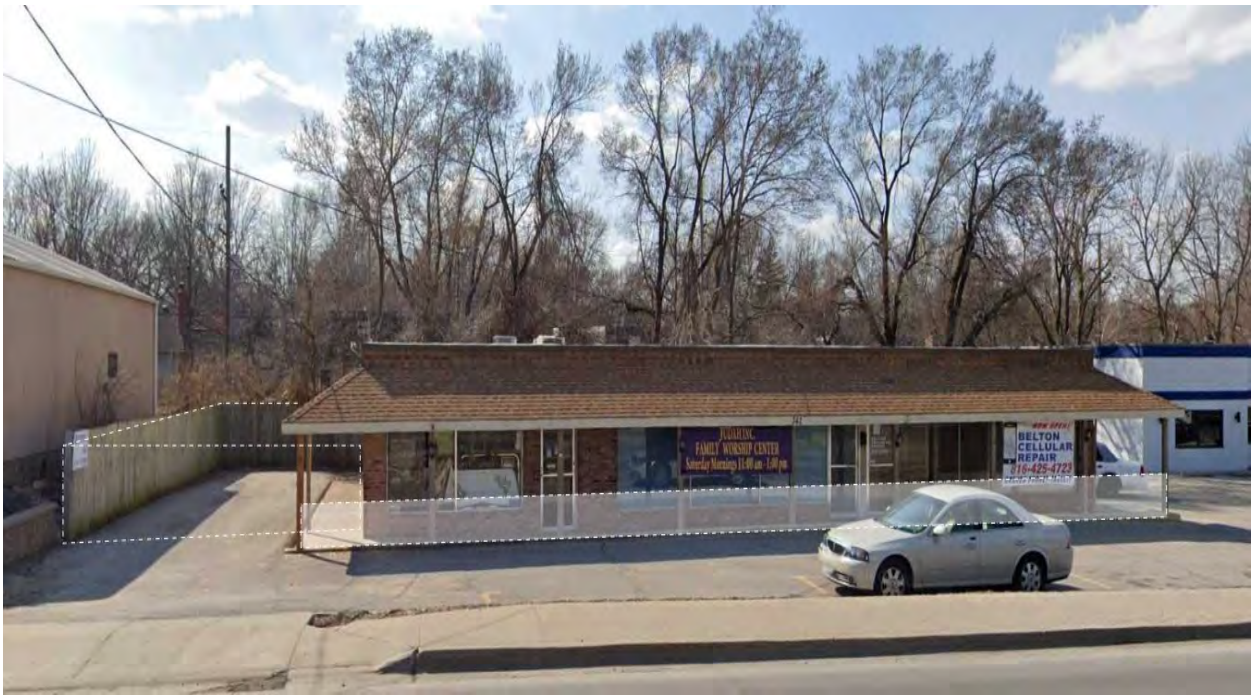
4 **WEST**
1/4" = 1'-0" RE: 1/A102



2 **Elevation 1 - a**
1/4" = 1'-0" RE: 1/A102



3 **SOUTH**
1/4" = 1'-0" RE: 1/A102


FAMILY WORSHIP CENTER
BELTON
CELLULAR
REPAIR

Agreement Form for Special Use

This agreement form is in direct response to the concerns brought to *Cozy Pet Hotel* by the neighboring company, *K Jett Services*. We at *Cozy Pet Hotel* understand the apprehension, and want to do what's within our power to build a good working relationship with those in our community. The areas of biggest concern are the following below:

- Outdoor noise concern
- Yard drainage issues
- Dumpster smell
- Parking lot ownership and due diligence

By signing below, both parties agree that an agreement has been reached, and the above items have been discussed, have an action plan, or have been resolved.

Cozy Pet Hotel: _____ Date: 7/26/2021

K Jett Services: _____ Date: 7-26-2021

SECTION VIII
I

BILL NO. 2021-50 **ORDINANCE NO.**

AN ORDINANCE APPROVING A VACATION OF AN EXISTING SANITARY SEWER EASEMENT LOCATED EAST OF 163rd STREET AND NORTH OF BRADFORD PLACE SECOND PLAT, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS the easement was dedicated in 1963, and no sanitary sewer line was ever constructed within the easement area. The location of the easement is attached as **Exhibit A** and the legal description is attached as **Exhibit B**; and

WHEREAS notice of the proposed vacation was sent to the appropriate utility companies and property owners within 185-feet, no objections were received; and

WHEREAS after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on July 19, 2021. There were no public comments; and

WHEREAS the Belton Planning Commission voted to recommend approval of the application to the City Council by an eight to zero vote; and

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

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

Section 1. That the easement legally described in **Exhibit B** is hereby attached to and incorporated in the ordinance as approved.

Section 2. That Planning & Building staff is hereby instructed to record the vacation ordinance, vacation exhibit and legal description with the Cass County Recorder of Deeds.

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

Section 4. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: August 10, 2021

READ FOR THE SECOND TIME AND PASSED:

_____
Mayor Norman K. Larkey, Sr.

Approved this ____ day of _____, 2021.

_____
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

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

EXHIBIT A

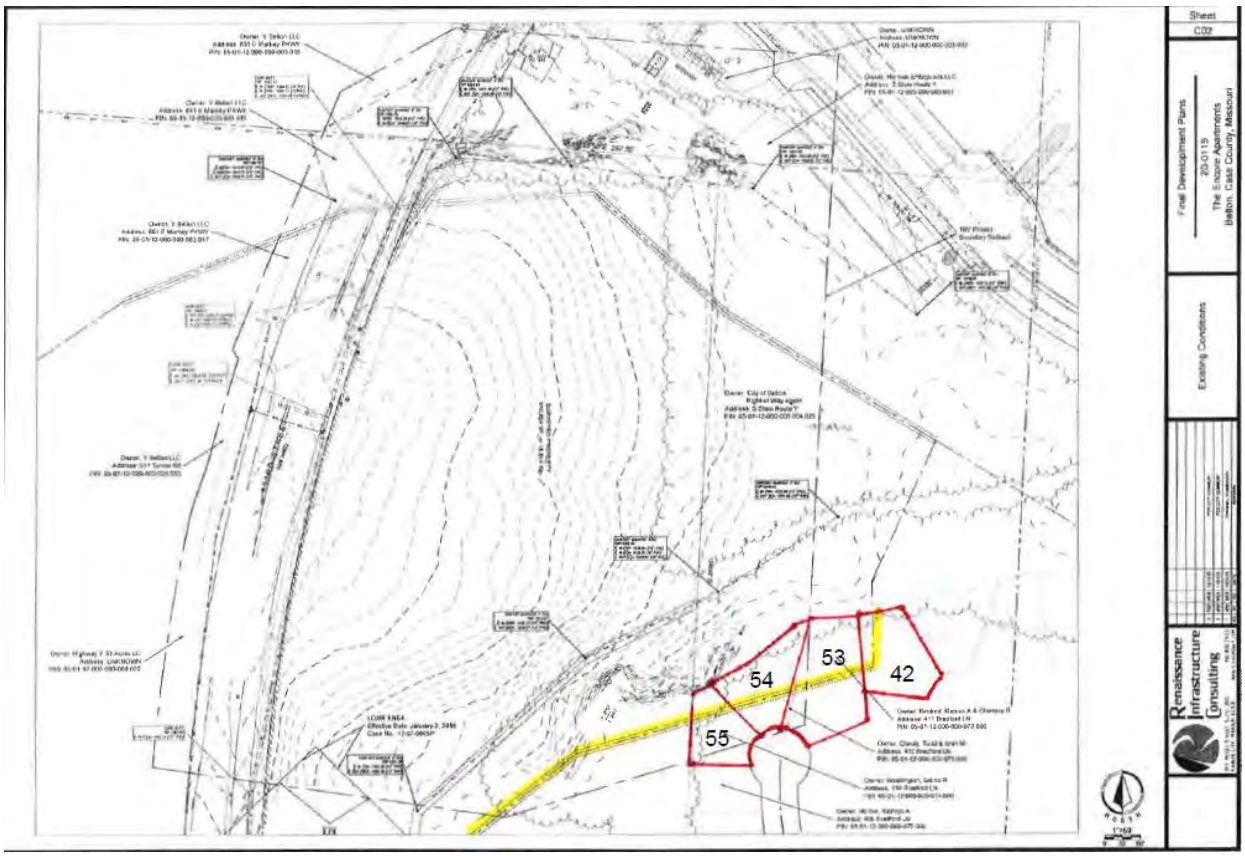

Sheet
C02
Final Development Plans
20-0115
The Encore Apartments
Belton, Cass County, Missouri
Existing Conditions
Renaissance Infrastructure Consulting
53
54
42
55

EXHIBIT B

A tract of land in the SE Quarter and the SW Quarter of Section 12, Township 48 Range 33 in Belton Missouri described as follows, beginning at the NW corner of Bradford Place, then north 1’05”west, 1038 feet, then north 58” 4’ 31” east 96.10 feet, then north 48” 20’ 4” east 120.24 feet, then north 83” 37’ 59” east 93.83 feet, then north 74” 14’ 12” east 308.54 feet, then south 85” 49’ 45” 268.26 feet, then south 31” 58’ 18” 1933.70, then south 30” 26’ 40” east 212.89, then south 19” 54’ 57” east 222.44 feet, then south 19” 48’ 29” west 94.40 feet, then south 2” 48’ 48” west 265.47 feet the south 8” 17’ 36” west 38 1.21 feet to the northeast corner of Bradford Place, then north 88” 37’ 22” west along the north line of Bradford Place 1018 feet to the point of beginning.

Said legal description is described by an instrument recorded December 18, 1963, in Book 464 at Page 689 of the records of Cass County, Missouri, Recorder of Deeds office, and Bradford Place Second Plat is a subdivision to said City of Belton and recorded February 5, 1999, in Book 15 at page 95 of the records of Cass County, all to be vacated.

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10, 2021 **DIVISION:** Planning and Building Department

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

☒ Ordinance	☐ Resolution	☐ Consent Item	☐ Change Order	☐ Motion
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ITEM FOR CONSIDERATION:
The item concerns the vacation, or abandonment, of an existing sanitary easement, located east of 163rd Street, north of Bradford Place Second Plat.

PROPOSED CITY COUNCIL MOTION:
Concur with the Planning Commission recommendation of approval.

BACKGROUND:
This item pertains to a 10-foot-wide dedicated sanitary sewer easement. The easement was dedicated in September of 1963, and no sanitary line was ever constructed within the easement area. The location of the easement is shown on the attached Easement Exhibit.

Bradford Place Second Plat was approved and recorded in February of 1999. The sanitary sewer easement was not located or called out at the time of the approval of Bradford Place Second Plat.
As a result, the sanitary sewer easement is located partially on Lots 42, 53, 54 and 55 of the subdivision plat. These lots are now improved with single-family homes.

In June of 2020, a preliminary development plan for Encore Apartments was submitted for approval.
A preliminary development plan requires that adjacent utilities and easements be designated on the plan. At that time, it was found that the existing sanitary sewer easement is partially upon Lots 42, 53, 54, and 55.

PROPOSED VACATION:
The action to vacate the easement will eliminate/remove the easement from Lots 42, 53, 54 and 55.

There are no utilities in the easement, and there are no plans for sewer installations in this area as the homes in Bradford Place are all served by sewers from within the subdivision.

The easement should be vacated as it should not be located on the existing lots.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:
The Planning Commission considered the request at their meeting of July 19, 2021 and recommended approval of the application for the vacation of the easement.

LIST OF REFERENCE DOCUMENTS ATTACHED:
1. Ordinance

SECTION VIII
J

BILL NO. 2021-51 **ORDINANCE NO.**

AN ORDINANCE APPROVING THE FIFTH AMENDMENT TO THE OLD TOWN BELTON REDEVELOPMENT PLAN TO APPROVE THE 402 2nd STREET PROJECT AS REDEVELOPMENT PROJECT 2021-2 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN.

WHEREAS, on March, 30, 2021, the City Council of the City of Belton, Missouri (the "**City**") adopted Ordinance No. 2021-4621 approving the Old Town Belton Redevelopment Plan (the "**Development Plan**") pursuant to Chapter 353 of the Revised Statutes of Missouri ("**Chapter 353**"), also known as the Urban Redevelopment Corporations Law, establishing a redevelopment area described therein (the "**Redevelopment Area**"), and granting tax abatement to the Old Town Belton Redevelopment Corporation (the "**OTBRC**"), or its successors and assigns, all in accordance with Chapter 353 on land improvements for redevelopment projects as more particularly described within the Development Plan; and

WHEREAS, the Development Plan contemplates that applications for additional redevelopment projects will be considered and approved in the future, with said projects to be approved as an amendment to the Development Plan and numbered consecutively; and

WHEREAS, an application was received on May 20, 2021, from Kim Henry, (the **"Application**") for approval of an additional project located within the Redevelopment Area at 402 2nd Street for repair and remediation of existing structure on the property; and

WHEREAS, on July 21, 2021, the OTBRC Board met and reviewed the Application, for the proposed redevelopment project to be designated as Redevelopment Project 2021-2 and voted unanimously to recommend approval of said Redevelopment Project 2021-2 to the City Council; and

WHEREAS, notice of a public hearing on August 10, 2021, before the City Council regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-2 was provided in accordance with the provisions of Chapter 353; and

WHEREAS, on August 10, 2021, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-2; and

WHEREAS, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to approve the proposed amendment to the Development Plan for Redevelopment Project 2021-2.

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

Section 1. The Fifth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-2 is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements as more particularly described within the Fifth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-2.

Section 3. Except as amended by the Fifth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-2, the Old Town Belton Redevelopment Plan shall remain unmodified.

Section 4. This ordinance is effective upon its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

_____
Mayor Norman K. Larkey, Sr.

Approved this ____ day of _____, 2021.

_____
Mayor Norman K. Larkey Sr.

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 introduced for first reading at a meeting of the City Council held on the ____day of _____, 2021, and thereafter adopted as Ordinance No. 2021-_____of the City of Belton, Missouri, at a meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

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

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 10, 2021 **DIVISION:** Economic Development

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

☒ Ordinance	☐ Resolution	☐ Consent Item	☐ Change Order	☐ Motion
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Presentation	☐ Both Readings

ITEM FOR CONSIDERATION:
Ordinance approving the fifth amendment to the Old Town Belton Redevelopment Plan to approve the 402 2nd Street Project as Redevelopment Project 2021-2 and to authorize tax abatement pursuant to Chapter 353 RSMo.

BACKGROUND:
City Council approved the Old Town Belton Redevelopment Plan Policy on March 30, 2021. This policy is intended to spur redevelopment of Old Town Belton by offering tax abatement in exchange for appropriate improvements and renovations to the buildings in the redevelopment area. The intent of this plan is to strengthen the economic vitality of the Old Town Belton area.

This redevelopment project is located within the boundary of the Old Town Belton Redevelopment Area.

OLD TOWN BELTON REDEVELOPMENT CORPORATION BOARD RECOMMENDATION:
The Old Town Belton Redevelopment Corporation (OTBRC) Board considered this request on July 21, 2021. The OTBRC Board voted unanimously to recommend approval of the application.

PROPOSED COUNCIL MOTION:
Concur with the OTBRC Board's recommendation of approval.

LIST OF REFERENCE DOCUMENTS ATTACHED:
1. Project Cost Excel Spreadsheet
2. Tax Receipt
3. Current pictures of 402 2nd Street
4. Taxing Jurisdiction Notification
5. Taxing Jurisdiction Notification Certified Mailing Receipts

Exhibit A

Fifth Amendment to the

Old Town Belton Redevelopment Plan

for Redevelopment Project 2021-2

[see attached]

FIFTH AMENDMENT TO
OLD TOWN BELTON REDEVELOPMENT PLAN
REDEVELOPMENT PROJECT 2021-2

Section III Redevelopment Projects of the Old Town Belton Redevelopment Plan is revised to add the following Redevelopment Project:

III. Redevelopment Projects

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are current projects:

Redevelopment Project 2021-2. 402 2nd Street, Belton, Missouri. Applicant/Owner: Kim Henry. This project consists of constructing a dethatched garage, including necessary electrical work and a new concrete driveway at a cost of approximately $41,727.40.

The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

Section IV. Tax Abatement of the Old Town Belton Redevelopment Plan is revised to add the following tax abatement:

IV. Tax Abatement.

Redevelopment Project 2021-2 qualifies for Level A-2 incentive and will be granted up to ten (10) years of tax abatement at ninety percent (90%) or for the cost of the improvements, whichever occurs first. Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes that would be due if no tax abatement were granted. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

Exhibit 3 Tax Impact Analysis to the Old Town Belton Redevelopment Plan is added to include the attached Tax Impact Analysis for Redevelopment Project 2021-2

[see attached]

Chapter 353 Tax Impact Analysis

Section A Assumptions:

Section 1 Property:

Address	Parcel #	Market Value	Class	Asessed Value
402 2nd St	5-06-14-104-000-011.000	$70,380	19%	$13,380

Section 2

2020 Tax Levies (Per $100 AV)	
Cass County Sheltered Workshop	0.0461
City	2.0697
County	0.0000
Hospital Maintenance	0.1261
Junior College	0.2128
Library	0.2633
Mt. Pleasant Special Road	0.1867
School District	5.4119
State	0.0300
Total	8.3466

Section 3 Land AV is as follows:

Total AV	Land AV	Improvement AV
32,032	2,919	29,120

Section 4 Inflation per year: 2%

Section 5 Abatement Term 10 Years 90% Improvement AV **OR** cost of improvement (whichever occurs first)

Section 6 Improvements

Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV
$41,727.40	$91,243.70	$17,336.30	$2,919.00	$14,417.30

Section B Estimated taxes without the improvement projects

Tax:	
2021	$1,116.78
2022	$1,139.11
2023	$1,139.11
2024	$1,161.89
2025	$1,161.89
2026	$1,185.13
2027	$1,185.13
2028	$1,208.83
2029	$1,208.83
2030	$1,208.83
Totals	**$11,715.54**

Section C Estimated abated taxes with improvement projects (without abatement)

Tax:	
2021	$1,337.06
2022	$1,363.80
2023	$1,363.80
2024	$1,391.08
2025	$1,391.08
2026	$1,418.90
2027	$1,418.90
2028	$1,447.28
2029	$1,447.28
2030	$1,476.22
Totals	**$14,055.40**

Estimated Taxes To Be Abated (10 years)

Taxing Entity	Cass County Sheltered Workshop	City	County	Hospital Maintenance	Junior College	Library	Mt. Pleasant Special Road	School District	State		
% of tax rate:	0.00552	0.24797	0	0.01511	0.02549	0.03155	0.02237	0.64839	0.00359		
Year											
2021	$7.38	$331.55	$0.00	$20.20	$34.08	$42.18	$29.91	$866.94	$4.80	$0.00	$1,337.05
2022	$7.53	$338.18	$0.00	$20.61	$34.76	$43.03	$30.51	$884.28	$4.90	$0.00	$1,363.79
2023	$7.53	$338.18	$0.00	$20.61	$34.76	$43.03	$30.51	$884.28	$4.90	$0.00	$1,363.79
2024	$7.68	$344.95	$0.00	$21.02	$35.46	$43.89	$31.12	$901.96	$4.99	$0.00	$1,391.06
2025	$7.68	$344.95	$0.00	$21.02	$35.46	$43.89	$31.12	$901.96	$4.99	$0.00	$1,391.06
2026	$7.83	$351.84	$0.00	$21.44	$36.17	$44.77	$31.74	$920.00	$5.09	$0.00	$1,418.89
2027	$7.83	$351.84	$0.00	$21.44	$36.17	$44.77	$31.74	$920.00	$5.09	$0.00	$1,418.89
2028	$7.99	$358.88	$0.00	$21.87	$36.89	$45.66	$32.38	$938.40	$5.20	$0.00	$1,447.26
2029	$7.99	$358.88	$0.00	$21.87	$36.89	$45.66	$32.38	$938.40	$5.20	$0.00	$1,447.26
2030	$8.15	$366.06	$0.00	$22.31	$37.63	$46.57	$33.02	$957.17	$5.30	$0.00	$1,476.21
Total:	$77.59	$3,485.32	$0.00	$212.38	$358.27	$443.45	$314.42	$9,113.38	$50.46	$0.00	$14,055.26

Address:	402 2nd St
Application Date:	5/20/21
Valuation:	$41,727

Project Description	Valuation	Exterior or Interior	Permit Number	Permit Issued	Permit Expiration
Detached Garage and	$39,843.40	Exterior	21-0007	1/8/21	7/7/21
Concrete Driveway		Exterior			
Electrical for the Garage	$1,884.00	Interior			
Total Projected Costs	$41,727.40				

CASS COUNTY **** REAL ESTATE **** TAX RECEIPT: 2020

HENRY, KIMBERLY
402 2ND ST
BELTON, MO 64012

TAX YEAR: 2020
ACCT #: 1523400
TOTAL PAID: $607.63
PAID ON: 12/4/2020

Personal Description

Map Number:

5-06-14-104-000-011.000

Situs Address:

402 2ND ST
BELTON, MO 64012
SEC: 14 TWP: 46 RNG: 33 Book/Page: 4531/30

ACREAGE: 0.00

Legal Description:

ORIG BELTON LOTS 11 & 12 BLK 52

Subdivision/Blk/Lot:

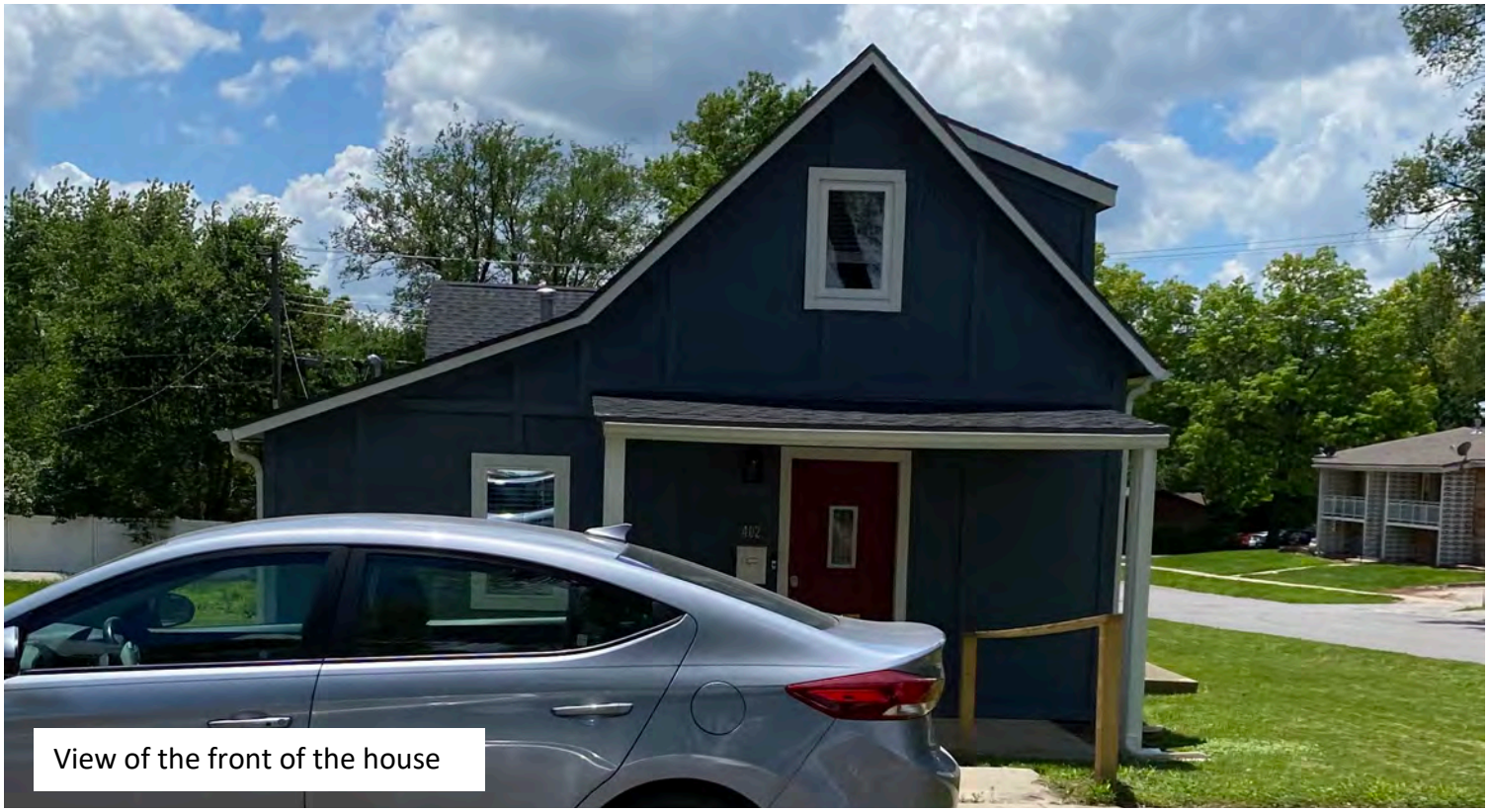
ORIG BELTON 11+

Assessed Values

Residential:	7,280
TOTAL ASSESSED	**7,280**

Description	Rate	Tax Amt
#124 BELTON	5.4119	393.99
STATE	0.0300	2.18
MT PLEAS ROAD	0.1867	13.59
CASS CO LIBRARY	0.2633	19.17
HOSPITAL MAINT	0.1261	9.18
METRO JR COLL	0.2128	15.49
SHELTER WKSHOP	0.0461	3.36
BELTON-CITY	2.0697	150.67
Tax Amount:	**8.3466**	**607.63**

TOTAL DUE: **$607.63**



View of the front of the house

View of the side of the house

402 2nd Street

View of the side of the house

Aerial View

CERTIFIED MAIL; RETURN RECEIPT REQUESTED

July 26, 2021

NOTICE TO POLITICAL SUBDIVISION
OF PUBLIC HEARING

Pursuant to Section 353.110.3 of the Revised Statutes of Missouri, please be advised that a public hearing is scheduled to be held at the City of Belton City Council meeting on August 10, 2021, regarding a request for approval of an amendment to the Old Town Belton Redevelopment Plan (the "**Redevelopment Plan**"). The hearing is scheduled to be held during the City Council meeting beginning at 6:00 p.m. in the City Council Chambers at the City Hall Annex, 520 Main Street, Belton, Missouri 64012.

The proposed amendment to the Redevelopment Plan provides for abatement of real property taxes along with payments in lieu of taxes to the affected political subdivisions for property in the Redevelopment Area pursuant to the Old Town Belton Redevelopment Plan Policy. Project 2021-2 is located at 402 2nd Street, Belton, Missouri 64012. The proposed Project 2021-2 included in the amendment to Redevelopment Plan provides for abatement of real property taxes for the ten (10) years at ninety percent (90%) or until the abatement amount reaches the cost of improvements associated with the project. Enclosed is a copy of a tax impact analysis showing an estimate of the amount of ad valorem real estate tax revenues of each political subdivision which will be affected by the proposed tax abatement for Project 2021-2 based on the estimated assessed valuation of the real property involved as such property would exist before and after the proposed abatement period. All affected political subdivisions shall have the right to be heard at the public hearing regarding the proposed tax abatement.

For further information, please call me at (816) 892-1263.

Carolyn Yatsook
Economic Development Director

Enclosures

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. J. Christopher Lang, MHA, FACHE
Chief Executive Officer
Cass County Regional Medical Center
2800 e. Rock Haven Road
Harrisonville, MO 64701

9590 9402 6281 0274 5784 68

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5162 93

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X J Christopher Lang ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
7/28

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Andrew Underwood
Superintendent
Belton School District #124
110 W Walnut Street
Belton, MO 64012

9590 9402 6281 0274 5783 90

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5163 09

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Covid 19 ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
COO9 RR 7-28-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Robert Greenwood
Chief Executive Officer
CASCO Area Workshop
1800 Vine
Harrisonville, MO 64701

9590 9402 6281 0274 5784 75

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5162 79

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X CASCO ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
7/28/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

DH COV-19

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Gary Mallory
President
Board of Directors
Mt. Pleasant Special Road District
200 Commercial Street
Belton, MO 64012

9590 9402 6281 0274 5784 13

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5162 48

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Covid 19 ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
COO9 RR 7-28-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Kimberly Beatty
Chancellor
Metropolitan Community College District
3200 Broadway
Kansas City, MO 64111

9590 9402 6281 0274 5784 06

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5161 87

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Garrett Childs ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Garrett Childs 7/28/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Bob Huston
Presiding Commissioner
Cass County Courthouse
102 East Wall Street
Harrisonville, MO 64701

9590 9402 6281 0274 5784 20

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5162 24

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Andrea Cunningham
City Clerk
City of Belton City Hall
506 Main Street
Belton, MO 64012

9590 9402 6281 0274 5784 37

2. Article Number (Transfer from service label)
9489 0090 0027 6316 5162 31

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Andrea Cunningham 7/28/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt