



**Agenda of the Belton City Council**  
**July 25, 2023 – 6:00 p.m.**  
**520 Main Street, Belton Missouri**  
<https://www.belton.org/watch>

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember White
- III. ROLL CALL
- IV. PERSONAL APPEARANCES
  - A. Recognition of Employees’ Years of Service
  - B. Dennis Hull, 710 Lacy Lane, Rental Inspection Program
  - C. Wanda Thompson, 1100 Main Street, Rental Inspection Program
- V. UNFINISHED BUSINESS
  - A. Motion approving the final reading of Bill No. 2023-36  
**An ordinance amending Sections 20-2; 20-6; and 40-2; and adding Section 20-7 of the Unified Development Code related to public noticing requirements and alternative development standards for platting processes.**
  - B. Motion approving the final reading of Bill No. 2023-37  
**An ordinance adding Article V to Chapter 10 of the Unified Development Code to implement a rental inspection program.**
  - C. Motion approving the final reading of Bill No. 2023-38  
**An ordinance amending Article XXI to Chapter 6 of the Code of Ordinances to implement a rental inspection program.**
- VI. NEW BUSINESS
  - A. Motion approving the first reading of Bill No. 2023-32  
Presented by Andrea Cunningham, City Clerk  
**An ordinance accepting a Mid-America Regional Council (MARC) contract renewal and grant for services to individuals at the Belton Senior Center.**

- B. Motion approving the first reading of Bill No. 2023-41  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving a Special Use Permit for a day care center at 127 Congress Street in the City of Belton, Cass County, Missouri.**

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- C. Motion approving the first reading of Bill No. 2023-42  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving a final plat for Clark Acres, a two-lot subdivision located at 900 W. Cambridge Road in the City of Belton, Cass County, Missouri.**

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- D. Motion approving the first reading of Bill No. 2023-43  
Presented by Andrea Cunningham, City Clerk  
**An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.**

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- E. Motion approving the first reading of Bill No. 2023-44  
Presented by Greg Rokos, Assistant City Manager  
**An ordinance authorizing the City Manager to execute the Cooperative Final Missouri Highways and Transportation Commission Cost-Sharing Surface Transportation Block Grant Program Agreement for improvements to North Scott corridor with the City of Belton, Missouri in substantially similar form to the draft agreement included as Exhibit A.**

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- F. Motion approving the first reading of Bill No. 2023-45  
Presented by Greg Rokos, Assistant City Manager  
**An ordinance authorizing the city manager to execute the Cooperative Final Missouri Highways and Transportation Commission Cost-Sharing Surface Transportation Block Grant Program and Cost-Share Supplemental Agreement for 58 and Powell Parkway Multimodal Traffic Relief Project with the City of Belton, Missouri in substantially similar form to the draft agreement included as Exhibit A.**

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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.

Presented by Joe Warren, City Manager

**A. Motion approving the Minutes of the July 11, 2023, City Council Meeting.**

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**B. Motion approving the June 2023 Municipal Division Summary Report for Municipal Court.**

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**C. Motion authorizing the sale and disposition of surplus city inventory/personal property all in accordance with Section 2-991 of the Code of Ordinances, City of Belton, Missouri.**

City departments have reviewed these items and it was determined there was no value to any department.

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**D. Motion approving Resolution R2023-76**

**A resolution to request proof of insurance coverage and require a waiver of subrogation from organizations or businesses requesting to close public city streets to conduct activity in the street.**

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**E. Motion approving Resolution R2023-77**

**A resolution approving the purchase of one (1) Diamond C CWPMulch-40771 Drum Mulcher from Murphy Tractor and Equipment in the not-to-exceed amount of \$37,950.00.**

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**F. Motion approving Resolution R2023-78**

**A resolution approving the purchase of one (1) PipeHunter Side-Trac Jetter Easement Machine from Key Equipment & Supply Co. in the not-to-exceed amount of \$56,490.00.**

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- G. Motion approving Resolution R2023-79  
**A resolution approving the purchase of one (1) HMI Mudjack Machine All-in-One Trailer Unit from HMI Company in the not-to-exceed amount of \$47,102.14.**

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- H. Motion approving Resolution R2023-80  
**A resolution providing a letter of support to the Missouri Housing Development Commission for Hope Haven of Cass County.**

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VIII. COMMUNICATIONS FROM CITY COUNCIL

IX. COMMUNICATIONS FROM MAYOR

X. CITY MANAGER'S REPORT

August/September 2023 City Council Meetings – 6:00 p.m.

August 8, 2023

August 22, 2023

September 12, 2023 – Canceled

September 26, 2023

XI. ITEMS FOR REVIEW AND DISCUSSION

A. Public Safety Advisory Committee  
Presented by Scott Lyons, Police Chief

B. Police M30 Drone Purchase  
Presented by Scott Lyons, Police Chief

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C. Meter Reading Equipment  
Presented by Greg Rokos, Assistant City Manager

D. Unified Development Code Text Amendments relating to Old Towne Belton and fees  
Presented by Matt Wright, Planning and Building Director

- XII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed, and the meeting adjourned from there.



## **Bill No. 2023-32 COUNCIL ACTION REPORT**

**Title:** Senior Center FY24 MARC Contract Renewal and Grant

**Agenda Date:** July 25, 2023

**Presented by:** Andrea Cunningham, City Clerk

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### **Background**

- The Mid America Regional Council (MARC) has helped support the Belton Senior Center operations with grant money since 2011.
- Continued monetary support allows the Belton Senior Center to provide much needed social interaction as well as meals, educational programming, and enhanced quality of life for seniors in Cass County, including Belton, Raymore, and Peculiar.

### **Financial/Budget Considerations**

- The FY24 Belton Senior Center budget is \$147,147 which includes salaries, the OATS bus contract, and programming.
- The FY24 MARC contract provides partial funding with a grant in a not-to-exceed amount of \$38,007 (including Cass County funds).
- The FY24 MARC contract provides reimbursement toward the OATS bus contract in a not-to-exceed amount of \$14,432.

### **Legal Considerations**

- There are no legal considerations with renewing this grant.

### **Policy Considerations**

- There are no policy considerations with renewing this grant.

### **Staff Recommendation**

- Staff recommends partnering with MARC by approving this grant to enhance services for the seniors in our community.

**AN ORDINANCE ACCEPTING A MID-AMERICA REGIONAL COUNCIL (MARC) CONTRACT RENEWAL AND GRANT FOR SERVICES TO INDIVIDUALS AT THE BELTON SENIOR CENTER.**

**WHEREAS**, Mid-America Regional Council (MARC) is a nonprofit association of 119 cities, 9 counties and the metropolitan planning organization for the bi-state Kansas City region providing assistance in transportation, healthy environments, healthy communities, early learning, safety and security, and local government services; and

**WHEREAS**, the City of Belton has received partial funding via a grant administered through MARC to provide meals and educational programs for area seniors since 2011; and

**WHEREAS**, the MARC Board of Directors has renewed the annual contract (previously approved by ordinance 2022-4734) to continue supporting the services at the Belton Senior Center with a grant in a not-to-exceed amount of \$38,007.00 and a transportation reimbursement in a not-to-exceed amount of \$14,432.00 for the period of July 1, 2023 to June 30, 2024; and

**WHEREAS**, the City has determined that it is in the best interest of the City to partner with MARC to provide enhanced services and support for senior citizens in our community.

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

**Section 1.** That the renewed MARC Community Center Services Agreement Contract #01865-CoB23 herein attached and incorporated into this Ordinance as **Exhibit A** is approved.

**Section 2.** That the City Manager is authorized to sign documents necessary to carry out the intent of this ordinance.

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

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

READ FOR THE FIRST TIME: July 25, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K Larkey, Sr

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
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 \_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_ day of \_\_\_, 2023, 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

**AGREEMENT**  
**Contract #01865-CoB23**

This Agreement, entered into as of this First day of July, 2023, is by and between the City of Belton (hereinafter referred to as Contractor) and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, **WITNESSETH THAT:**

**WHEREAS**, MARC wishes to make available certain services to elderly residents within a service area hereafter described, and

**WHEREAS**, the Contractor warrants that it is capable of providing the services hereafter described, and

**WHEREAS**, the Contractor desires to assist MARC in this endeavor.

**NOW THEREFORE**, the parties hereto do agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Community Center Services, which includes the following components:

- (a) Community Center Services Administration
- (b) Site Transportation-Persons

These two components are defined in “Program Requirements” of the MARC/Commission on Aging Policies and Procedures Manual, (hereinafter referred to as the Manual), including all revisions to the Manual, as it may be revised from time to time following the execution of this Agreement. The above-mentioned Program Requirements of the Manual are incorporated by reference hereto as if fully written out herein. Contractor agrees to abide by all applicable provisions of the Manual. Contractor agrees to abide by all applicable provisions of the Manual. Parts I and II of the Manual are located at the following web address:

[https://www.marc.org/sites/default/files/2022-05/Aging\\_Adult\\_Services\\_Policy\\_and\\_Procedure\\_Manual.pdf](https://www.marc.org/sites/default/files/2022-05/Aging_Adult_Services_Policy_and_Procedure_Manual.pdf)

All services shall be carried out at the Belton Senior Center, 609 Minnie Avenue in Memorial Park, Belton, Missouri, 64012.

**2. TIME OF PERFORMANCE**

- A. Term - Contractor shall begin performing the Services as of July 1, 2023 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2024.



B. Extension of Term - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.

3. **COMPENSATION**

A. Maximum Obligation - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

- **Senior Center Administration -** **Not to exceed \$38,007**  
Funded with Title IIIC1; CFDA #93.045 (includes \$5,007 in Cass County funds)
  
- **Transportation Service for Participants to and from the Center -** **Not to exceed \$14,432**  
Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667

**Total Contractual Commitment:** **Not to exceed \$52,439**

**For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.**

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs in the form of in-kind contributions. Subrecipient proposed no indirect costs. Therefore, indirect costs will be considered unallowable costs.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. Method and Time of Payment - Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC, no later than the fifth working day following the end of each month. MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

#### **4. CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between MARC and Contractor, and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

#### **5. TERMINATION OF AGREEMENT FOR CAUSE**

If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to a notice of five days, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five-day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 6. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

#### **6. LIQUIDATED DAMAGES**

In the event that Contractor or Subcontractor approved by MARC fails to perform as agreed in any respect, Contractor or Subcontractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30)

days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

**7. TERMINATION FOR CONVENIENCE OF MARC**

- A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Contractor advance written notice of such termination.
- B. In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

**8. PROJECT MANAGER**

It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

**9. COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (work products) prepared under this Agreement shall vest in MARC upon payment to the Contractor for all Services rendered herein through the date of the expiration or termination of this Agreement. Contractor hereby assigns to MARC all rights, titles, and interest in any work products, including any copyrights or other intellectual property therein.

**10. ASSIGNMENT**

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

**11. INDEPENDENT CONTRACTOR**

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

## **12. PROHIBITED INTERESTS**

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

## **13. CONFLICTS OF INTEREST**

- A. Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.
- B. The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

## **14. INSURANCE**

- A. The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.
- C. The Contractor's insurance coverages shall be for not less than the following limits of liability:
  - (i) Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence.

- (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
  - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
  - (iv) The Contractor shall, upon request at any time, provide MARC with certificates of ins Fidelity Bonding Coverage: At least Fifty Thousand Dollars (\$50,000.00) for all employees, volunteers, or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
  - (vi) All appropriate policies shall name MARC as an additional insured.
- D. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- E. As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

## **15. MONITORING, AUDITING AND REPORTING**

Each contractor is required to submit to audit by MARC, by the state of Missouri or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Each contractor shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with such reporting procedures as may be established by MARC. Each contractor shall ensure that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that a contractor has been reimbursed inappropriately, the contractor shall immediately reimburse MARC the amount of ineligible funds.

- A. It is understood and agreed that the report procedures established by MARC will include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.
- B. The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

## **16. GRIEVANCE POLICY**

At the time a client has been approved and assigned, a written complaint procedure should be provided to the client by the Contractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.

## **17. CONTRIBUTIONS AND PROJECT INCOME**

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients to offset the cost of the service delivered. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report. Refer to Part II, Section 1 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time to time following the execution of this Agreement, for details.

## **18. FEDERAL AND STATE TERMS AND CONDITIONS**

- A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.
- B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services (**Exhibit C**). Compliance with any such requirements are required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.
- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification (**Exhibit D**) that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

D. **Exhibit E** (Certification Regarding Debarment and Suspension) and **Exhibit F** (Single Audit Certification) are attached and hereby incorporated into this agreement.

## **19. INDEMNIFICATION**

Contractor expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Contractor, (ii) the Services provided under this Agreement by Contractor or arising from any act or omission of Contractor or of any employee or agent of Contractor; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by Contractor.

## **20. CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- E. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy District documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are "public records."

**21. DEFAULT**

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

**22. GOVERNING LAW**

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

**23. NOTICES**

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

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

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

Tonya Boston  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659  
E-mail Address: [tboston@marc.org](mailto:tboston@marc.org)  
FAX (816) 421-7758



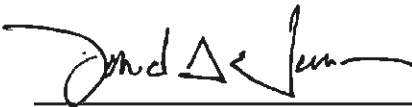
**24. ENTIRE AGREEMENT**

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

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

**MID-AMERICA REGIONAL  
COUNCIL**

**CITY OF BELTON, MO**

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

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

Date: 07/18/2023

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

**EXHIBIT A**  
**DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING**  
**By Program and Code of Federal Domestic Assistance (CFDA) Number**  
**State Fiscal Year 2024 Funding Allocation**  
**As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed**  
**through to MARC**

**Federal Awarding Agency: Department of Health and Human Services – Administration for Community Living (ACL)**

**Federal Award Name: Older Americans Act Title III**

Part III-B: Supportive Services; CFDA #93.044; \$ 8,698  
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers Federal Awards – 2301MOOASS

Part III-C1: Congregate Meals; CFDA #93.045 \$ 33,000  
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services Federal Awards – 2301MOOACM

**Other HHS-Funded Programs:**

**Federal Agency Name: Department of Health and Human Services/ Administration for Children and Families (ACF)**

**Federal Award Name: Social Services Block Grant**

Social Services Block Grant: CFDA #93.667 \$ 988  
CFDA Title – Social Services Block Grant

**Total Amount of Federal Awards Obligated by this Action:** tba

**Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement:** \$42,686

## Exhibit B

### Federal Terms and Conditions

1

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

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

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

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

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

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose

such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

#### **2) AMERICANS WITH DISABILITIES ACT:**

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

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

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

for training, including apprenticeship.

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

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

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

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

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

**4. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)):** During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

G. The Contractor will include the portion of

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

**5. PROHIBITION AGAINST SUBSTANCE ABUSE:** The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

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

**7. COPELAND "ANTI-KICKBACK" ACT:** All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

**8. DAVIS-BACON ACT:** All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C.

**9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** All construction endeavors of the

AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

**10. CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS:** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**11. WINDSOR V. UNITED STATES:** Contractor will comply with the requirement to provide services to married same-sex couples.

**12. EMPLOYEE WHISTLEBLOWER PROTECTIONS:** Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

**13. TARGET POPULATION: (OAA Section 306 (a)(4)(A)(i)(I))** Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

**14. BOSTOCK v CLAYTON COUNTY:** Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

Exhibit C  
E-Verify

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

<p><b>BOX A:</b> To be completed by a non-business entity as defined below.</p> <p><b>BOX B:</b> To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a>.</p> <p><b>BOX C:</b> To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**EXHIBIT C, continued**

**Box A CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under **Contract #01865-CoB23** (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Mid-America Regional Council with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT C, continued**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

\_\_\_\_\_  
Authorized Business Entity Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov>; Phone: 888-464-4218) with respect to employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the contractor's name, then no additional pages of the MOU must be submitted); AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**AFFIDAVIT OF WORK AUTHORIZATION**

The contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **Contract #01865-CoB23** (Contract Number) for the duration of the contract, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Contract #01865-CoB23** (Contract Number) for the duration of the contract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

Authorized Representative's Signature	Printed Name
Title	Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
 commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
 \_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

Signature of Notary	Date
---------------------	------

**EXHIBIT C, continued**

**BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMO, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the Mid-America Regional Council (MARC). We have previously provided documentation to MARC that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

\_\_\_\_\_ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of homeland Security – Verification Division.

\_\_\_\_\_ A current notarized Affidavit or Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Precious E-Verify Documentation Submitted:  
\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

## EXHIBIT D

### ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

#### Statutory Requirement:

Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

#### Exceptions:

The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars”; or 2) “contractors with fewer than ten employees.” Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** – any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** – engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be

considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:**

The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C of this Exhibit.

**BOX A:** To be completed by a contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

**BOX B:** To be completed by a contractor that meets the definition of “Company” but has less than ten employees.

**BOX C:** To be completed by a contractor that meets the definition of “Company” and has ten or more employees.

**BOX A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600. RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Mid-America Regional Council at that time.

\_\_\_\_\_  
Authorized Representative’s Name (please print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees, but that if awarded a contract, and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Mid-America Regional Council at that time.

\_\_\_\_\_  
Authorized Representative's Name (please print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein, said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative's Name (please print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**EXHIBIT E**  
**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

This agency certifies to the best of its knowledge and belief that it and its principals:

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

Where this agency is unable to certify to any of the statements in this certification, he/she shall attach an explanation to this certificate.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

**EXHIBIT F  
SINGLE AUDIT CERTIFICATION**

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

**(Organization's Mailing Address)**

**Organization's Fiscal Year:**

\_\_\_\_\_ to \_\_\_\_\_

I, \_\_\_\_\_ (Authorized Representative), hereby certify that the total expended from all federal awards from all funding sources during this agency's preceding fiscal year was \$ \_\_\_\_\_. Amounts exceeding \$750,000 require a single audit.

**THEREFORE,**

We are required to have a single audit (\$750,000 or more).

We are not required to have a single audit (less than \$750,000). However, we have included a copy of our independent auditor report and management letter with this certification.

We are not required to have a single audit (for-profit organization). However, we have included a copy of our independent auditor report and management letter with this certification.

We understand that if we are required to have a single audit in accordance with Subpart F Audit Guidance – 2 CFR Part 200.501, we must submit the following information to MARC:

- (1) A copy of the reporting package as defined in OMB Single Audit Requirements (2 CFR Part 200.501);
- (2) Any management letter issued by the auditor; and
- (3) Our corrective action plan addressing all findings and questioned costs pertaining to funding received from MARC.

We further understand this information must be submitted to MARC within thirty (30) days of receiving the Single Audit Report or nine months after the end of the audit period, whichever occurs earlier. We expect to complete the audit and have copies of the report(s) available by \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Typed or Printed Name of Authorized Representative)

\_\_\_\_\_  
(Date)



## **Bill No. 2023-41 COUNCIL ACTION REPORT**

**Title: Special Use Permit – Day Care Center (Bright Skies Childcare)**

**Agenda Date: July 25, 2023**

**Presented by: Matt Wright, Planning & Building Director**

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### **Background**

- The applicant, Bright Skies Childcare, is requesting approval of a Special Use Permit for a day care center at 127 Congress Street.
- Prior to the operation of Bright Skies Childcare, Head Start utilized the site for a day care center for approximately 20 years.
- There is no record of a Special Use Permit for Head Start, and therefore, Bright Skies Childcare would be considered a legal non-conforming use without the Special Use Permit.
- As part of the business license approval process, staff added a condition that Bright Skies Childcare obtain a Special Use Permit prior to license renewal for 2023-2024 to make them a legal conforming land use.
- Planning Commission held a public hearing on July 5, 2023, at which no one spoke in favor or in opposition to the request.
- Planning Commission recommended unanimous (6-0) approval of the Special Use Permit.

### **Financial/Budget Considerations**

- There will be no financial/budget impact to the City on this request, other than any revenue from business licensing and permits.

### **Legal Considerations**

- The proposed Special Use Permit can comply with all standards.

### **Policy Considerations**

- Staff does not believe that approval of this Special Use Permit request will have any negative impact to current policy.

### **Staff Recommendation**

- Staff recommends approval of the Special Use Permit request.



**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DAY CARE CENTER AT 127 CONGRESS STREET IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, the applicant, Bright Skies Childcare, has requested a Special Use Permit for a day care center to operate at 127 Congress Street; and

**WHEREAS**, notice of the Special Use Permit was sent to property owners within 185-feet of the site; and

**WHEREAS**, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on July 5, 2023; and

**WHEREAS**, the Belton Planning Commission voted to recommend approval of the application to the City Council by a 6-0 vote; and

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

**Section 1.** The City Council of the City of Belton hereby approves the Special Use Permit for a day care center at 127 Congress Street on property legally described as follows:  
Tract 2, Resurvey of Lots V and VI, Bradford Place and Lots 1 thru 5, Inclusive, Bradford Place Second Plat, a Subdivision in Belton, Cass County, Missouri, According to the Recorded Plat Thereof, Filed in Plat Book 16 at Page 30.

**Section 2.** Approval of the Special Use Permit is subject to the following conditions and all other items referenced in the staff report and supporting documentation attached as **Exhibit A**:

1. The Special Use Permit allows the operation of a day care center at 127 Congress St. and shall be valid for as long as the business is legally operating.
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 day care center must comply with the following:
  - a. Day care centers must obtain a local business license, any state licenses if required, and meet any additional special use requirements as approved by city council.
  - b. Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42 inches in height.
  - c. Day care centers must provide designated safe unloading (drop-off) and loading (pick-up) areas.

**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: July 25, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, 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



## PROJECT: **BRIGHT SKIES CHILDCARE**

### SITE LOCATION:

Northeast corner of Congress St. and E. North Ave.  
 (127 Congress St.)

### PROJECT REQUEST:

Special Use Permit

### APPLICATION:

**Property Owner** – CWS Development, LLC  
**Applicant** – Bright Skies Childcare

## PROJECT SUMMARY

### CURRENT ZONING/USE:

C-2 General Commercial /  
 Day Care Center

### PROPOSED USE:

Renewal of Day Care  
 Center

### PROPOSED DEVELOPMENT:

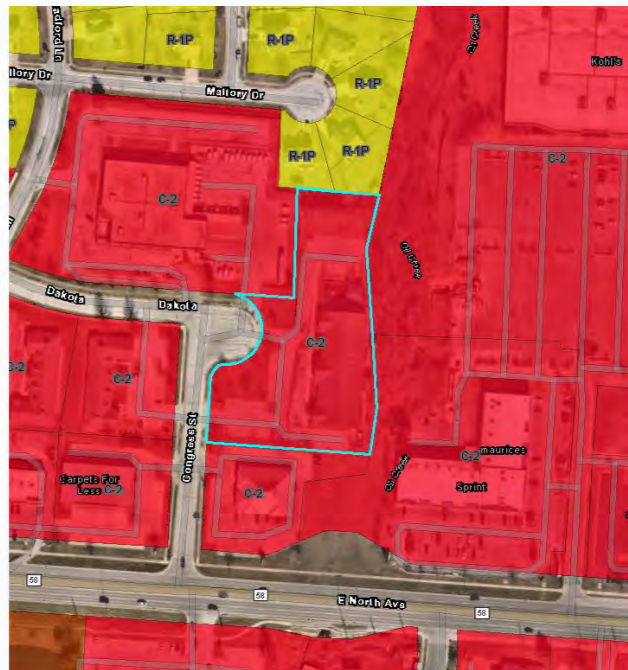
Continue Daycare operations in  
 the Northern unit at 127  
 Congress St.

### LAND AREA:

2.1 Acres

### CONTEXTUAL DESCRIPTION:

An application was filed for a Special Use permit to allow Bright Skies Childcare to continue childcare services at 127 Congress St. as an 80+ child day care center. The site is a 2.1-acre property at the Northeast corner of Congress St. and E North Ave. that includes a two-unit building, that once used to operate as a Head Start. The subject property is bound by Belton Towne Center retail center, Carpets for Less, and a post office.



## STAFF RECOMMENDATION

**STAFF RECOMMENDS APPROVAL SUBJECT TO  
 CONDITIONS**

## DAYCARE STANDARDS

Compliance with Section 40-4(3) Uses Subject to Conditions and parking standards of the Unified Development Code (UDC): The proposed commercial day care center meets all UDC requirements.

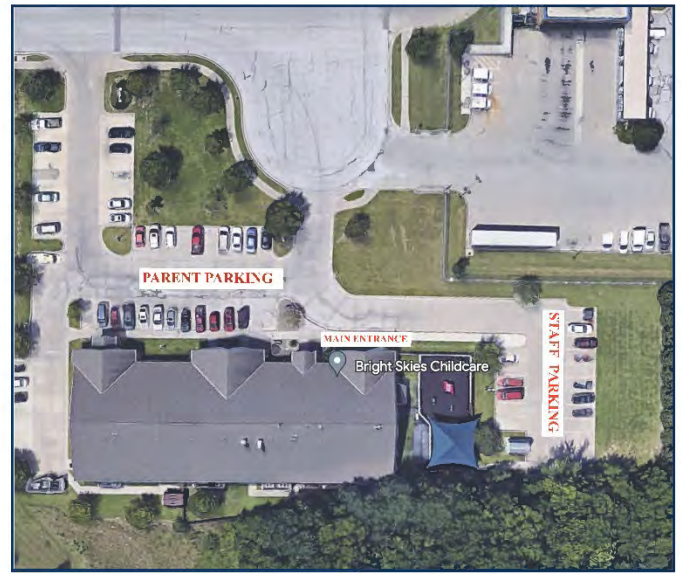
The tables below include the Day Care Center standards for the development. The facility and business meet all operation requirements.

### PARKING DESIGN

Standard	Requirement	Proposed
Day Care	1 per 600 square feet; there must be a minimum of 2 spaces + 2 spaces for drop-off/pickup	Approx. 40 spaces

### IN ADDITION TO THE ABOVE, THE APPLICANT MUST MEET THE FOLLOWING CONDITIONAL REQUIREMENTS FOR DAY CARE CENTERS:

- Day care centers must obtain a local business license, any state licenses if required, and meet any additional special use requirements as approved by city council.
- Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42 inches in height.
- Day care centers must provide designated safe unloading (drop-off) and loading (pick-up) areas.



The proposed business would use all existing parking and outdoor facilities that are currently on the site, which meet all UDC standards.

## STANDARDS FOR APPROVAL

### UDC SECTION 40-2 REQUIRES SPECIAL USE PERMITS TO BE REVIEWED UNDER THE FOLLOWING CRITERIA:

- The proposed use complies with all applicable provisions of these regulations, including yard regulations, parking requirements and use limitations.
- The proposed use at the specific location will not detract or encroach upon the welfare or convenience of the public.
- The proposed use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- The location and size of the use, the nature and intensity of the operation in connection with it, and the location of the site with respect to the surrounding street network will not dominate the immediate neighborhood nor prevent the development of neighboring property. In determining such dominance, consideration shall be given to:
  - The location, nature and height of buildings, structures, walls and fences on the site;
  - The nature and extent of landscaping and screening on the site;
  - The adequacy of the adjacent street system to carry the traffic generated by the use;

- 4) Adequate utility, drainage, and other such necessary facilities have been or will be provided;
- 5) Adequate access roads, loading areas and entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

Based on the above standards for approval, Bright Skies Childcare meets all City standards and requirements in the UDC, outside of the exceptions requested. The proposed business is in line with the character of the corridor, is consistent with the previous use of the building, and would be allow this site to remain as a day care center after Head Start left the space after 20 years of operation.

## **STAFF RECOMMENDATION**

Staff recommends approval of Special Use Permit for the Bright Skies Childcare at 127 Congress St. The recommendation is subject to the following conditions:

1. The Special Use Permit allows the operation of a day care center at 127 Congress St. and shall be valid for as long as the business is legally operating.
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 day care center must comply with the following:
  - a. Day care centers must obtain a local business license, any state licenses if required, and meet any additional special use requirements as approved by city council.
  - b. Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42 inches in height.
  - c. Day care centers must provide designated safe unloading (drop-off) and loading (pick-up) areas.

### **PLANNING COMMISSION ALTERNATIVES**

1. Motion to **recommend approval of** a Special Use Permit for Bright Skies Childcare.
2. Motion to **recommend denial of** a Special Use Permit for Bright Skies Childcare.
3. Motion to continue the application for further information.

### **ATTACHMENTS**

1. Project Narrative – 1 page
2. Site Plan – 1 page



## **Bright Skies Childcare at 127 Congress St Belton, MO**

### **Company Background:**

Bright Skies Childcare began in 2017 as a home-based child care program offering quality services in South Kansas City. After serving dozens of families and receiving a 5-star rating on Google and other social media platforms, Bright Skies Childcare plans to transition into a center-based facility in Belton, MO. This new location will provide quality child care for children six weeks to five years old. The center will offer remodeled classrooms and contemporary furniture and toys. Finally, Bright Skies Childcare will provide our valued staff with competitive benefits packages, such as medical coverage and retirement.

### **Project Summary:**

With the growing need for quality childcare, Bright Skies Childcare will plan to utilize the north unit at 127 Congress St, Belton, MO. This location was occupied by Head Start for over 20 years but relocated in 2022. Bright Skies Childcare has applied for a Special-Use Permit to continue child care services at this location.

As the Belton community grows rapidly, quality child care will be vital for families with young children. The team at Bright Skies Childcare will work to serve our community by offering exceptional services that families are proud to utilize. The new center will feature five classrooms and serve over 80 children.



# Site Plan





## **Bill No. 2023-42 COUNCIL ACTION REPORT**

**Title: Final Plat – Clark Acres**

**Agenda Date: July 25, 2023**

**Presented by: Matt Wright, Planning & Building Director**

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### **Background**

- The applicant, David and Lori Clark, are requesting approval of a Final Plat for a 2-lot subdivision (Clark Acres) at 900 W. Cambridge Road.
- Lot 1 currently has a house under construction on the property. There are no immediate plans for Lot 2, but it could either be developed with a single-family house or could be further subdivided in the future.
- Planning Commission reviewed and approved a Preliminary Plat for the 2-lot subdivision on July 5, 2023.
- Planning Commission reviewed and recommended approval (6-0) of the Final Plat on July 5, 2023.

### **Financial/Budget Considerations**

- There will be no financial/budget impact to the City on this request.

### **Legal Considerations**

- The proposed Final Plat complies with all subdivision regulations and standards, with the exception of Lot 1 exceeding the maximum lot depth as noted in the staff report in Exhibit A.

### **Policy Considerations**

- Staff does not believe that approval of this Final Plat request will have any negative impact to current policy.

### **Staff Recommendation**

- Staff recommends approval of the Final Plat.



**AN ORDINANCE APPROVING A FINAL PLAT FOR CLARK ACRES, A TWO-LOT SUBDIVISION LOCATED AT 900 W. CAMBRIDGE ROAD IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, the property owners, David and Lori Clark, have requested approval of a Final Plat for Clark Acres, a two-lot subdivision at 900 W. Cambridge Road; and

**WHEREAS**, the Planning Commission reviewed and approved a Preliminary Plat for the two-lot subdivision and recommended approval of a Final Plat for the two-lot subdivision on July 5, 2023;

**WHEREAS**, the Belton Planning Commission voted to recommend approval of the Final Plat application to the City Council by a 6-0 vote; and

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

**Section 1.** The City Council of the City of Belton hereby approves the Final Plat for Clark Acres as legally described in the Final Plat document attached in **Exhibit A**.

**Section 2.** Approval of the Final Plat is subject to the following conditions and all other items referenced in the staff report and supporting documentation attached as **Exhibit A**:

1. The preliminary and final plat for Clark Acres by BFH Surveyors is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.

**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:

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, 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



## PROJECT: CLARK ACRES

### SITE LOCATION:

North of W. Cambridge Rd. and  
 West of S. Cleveland Ave.  
 (900 W. Cambridge Rd.)

### PROJECT REQUEST:

Preliminary & Final Plat

### APPLICATION:

**Property Owner** – David and Lori Clark Trust

**Applicant** – David and Lori Clark Trust

**Surveyor** - BFH Surveyors / Bryan Hill, PLS

## PROJECT SUMMARY

### CURRENT ZONING/USE:

A Agricultural /  
 Single-Family Residential

### PROPOSED USE:

Single-Family Residential

### PROPOSED DEVELOPMENT:

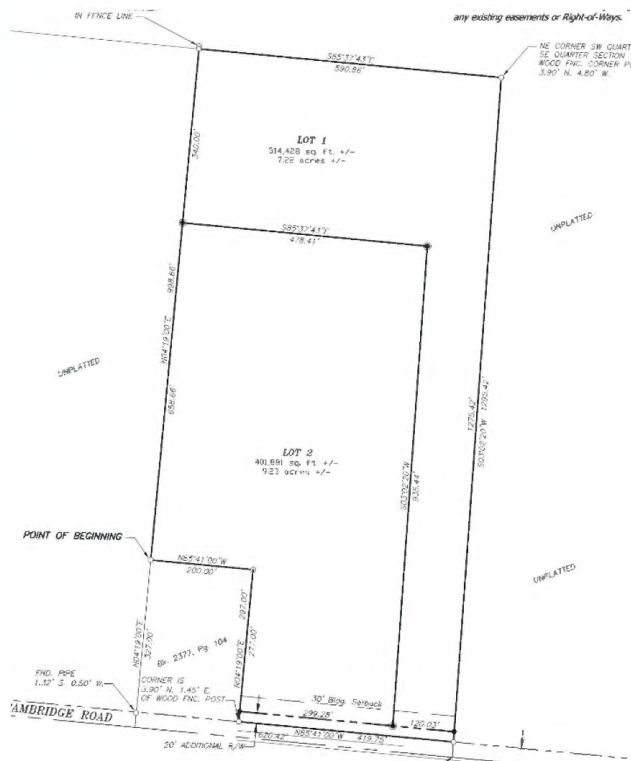
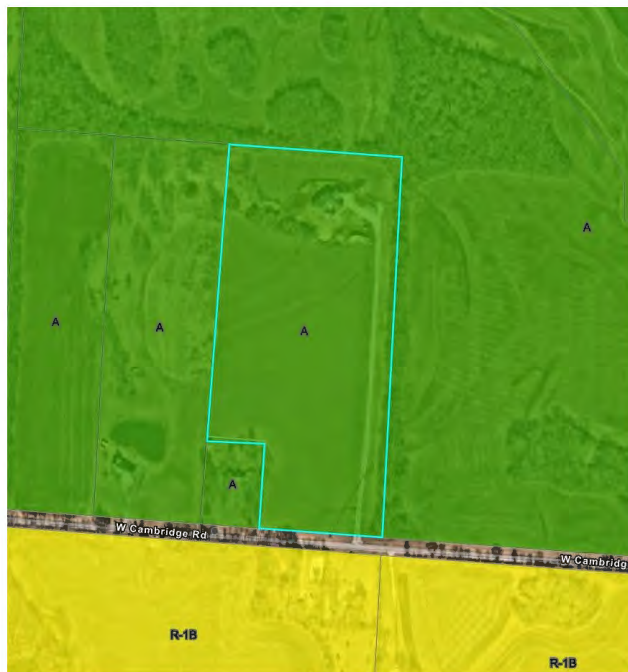
Plat and subdivide a 17.5 acre  
 property into 2 lots; Lot 1 being  
 7.22 acres and Lot 2 being  
 9.23 acres

### LAND AREA:

17.5 Acres

## STAFF RECOMMENDATION

**STAFF RECOMMENDS APPROVAL SUBJECT TO  
 CONDITIONS**



## **BACKGROUND**

An application was filed by David and Lori Clark Trust to plat and subdivide their property into two smaller lots. Lot 1 being 7.22-acres and Lot 2 being 9.23-acres. The property was not previously platted, and a house is currently being constructed on the proposed Lot 1. The property is currently zoned A Agricultural and is proposed to be used for single-family residential.

## **PROPOSED PRELIMINARY & FINAL PLAT**

The Preliminary and Final Plat are requested to be approved together.

**LOTS & BLOCKS:** The plat includes two agricultural lots. Both lots meet or exceed the 5 acre minimum of the A zoning district. The lots do not meet the requirement that the maximum depth of residential lots shall not exceed 2½ times the width, however, with the property being zoned agricultural, the lots are consistent with surrounding properties and meet the intent of the UDC. The plat meets all additional requirements of Section 36-35, Minimum Design Requirements, of the Unified Development Code.

**ACCESS/STREETS:** The plat includes the necessary available access to W. Cambridge Rd., which will serve as the primary access for both lots.

**EASEMENTS/ROW:** The preliminary and final plat includes locations and appropriate language for public utility easements, the 30' building setback requirement, as well as the 20' additional ROW dedication.

**GENERAL PLAT INFORMATION:** The plat includes all required general information including the legal description, lot numbers and dimensions, right-of-way designation, signature certificates, and surveyor credentials.

## **STAFF RECOMMENDATION**

The staff recommends approval of the application for a Preliminary and Final Plat for Clark Acres as shown in the attached documents. The plat meets all platting requirements of Section 36-34 and 36-35 of Unified Development Code.

The recommendation is subject to the following conditions:

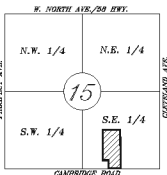
1. The preliminary and final plat for Clark Acres by BFH Surveyors is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.

### **PLANNING COMMISSION ALTERNATIVES**

1. Motion to **recommend approval of** a Preliminary and Final Plat for Clark Acres.
2. Motion to **recommend denial of** a Preliminary and Final Plat for Clark Acres.
3. Motion to continue the application for further information.

### **ATTACHMENTS**

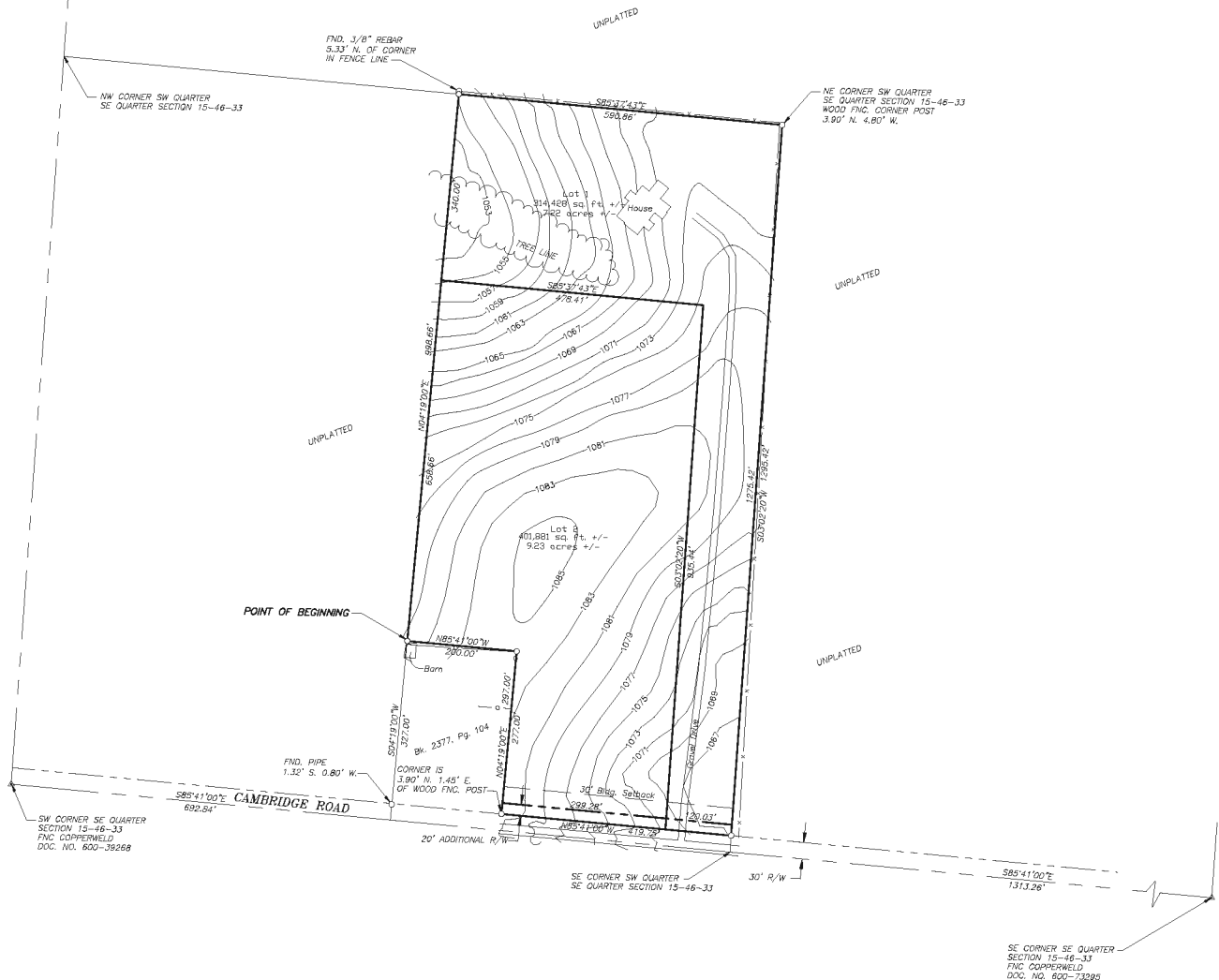
1. Preliminary Plat – 1 page
2. Final Plat – 1 page



T 46 N, R 33 W  
Location Map

# PRELIMINARY PLAT CLARK ACRES

PART OF THE SOUTHEAST 1/4 OF SECTION 15-46N-33W  
IN THE CITY OF BELTON, CASS COUNTY, MISSOURI

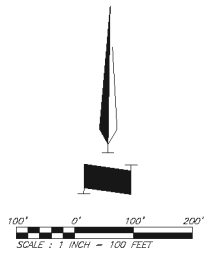


**Property Description:**

Part of the Southwest quarter of the Southeast quarter of Section 15, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri, more particularly described by Bryan Hill, Missouri PLS 2008016658, as follows: Commencing at the Southwest corner of said Southeast quarter; thence South 85°41'00" East, along the South line of said Southeast quarter, 692.84 feet; thence North 04°19'00" East, 327.00 feet, to the Point of Beginning; thence North 04°19'00" East, 598.66 feet, to a point on the North line of the Southwest quarter of said Southeast quarter; thence South 85°41'00" East, along said North line, 598.66 feet, to the Northeast corner of said Southwest quarter of the Southeast quarter; thence South 03°42'20" West, along the East line of said Southwest quarter of the Southeast quarter, 1265.42 feet, to the North Right-of-Way line of Cambridge Road, as now established; thence North 85°41'00" West, along said North Right-of-Way line, 419.75 feet; thence North 04°19'00" East, 297.00 feet; thence North 85°41'00" West, 200.00 feet, to the Point of Beginning, containing 16.04 acres, more or less, subject to any existing easements or Right-of-Ways.

**Notes:**

1. No Title Commitment was provided at the time of this survey, therefore all easements and encumbrances are considered unknown. Unless noted, this survey does not reflect any of the following: rights of way, easements, utility lines, rivers, streams, lakes or other storm drainage facilities, buildings or other improvements, subsurface conditions, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and/or any other facts which a current title search may disclose.
2. Accuracy Standard for this Survey is "Type Urban".
3. Survey tract is currently zoned Agricultural.
4. Bearings are NAD 1983 Missouri State Plane Coordinate System West Zone per GPS observation utilizing the MoDot VRS RTK Network.
5. Fences shown hereon may not be located on the deed lines. They may represent division lines between adjacent/adjoining owners. No fences should be moved or replaced without referring to chapter 272 of the Missouri revised statutes.
6. The hereon described property is not located in a Flood Zone per Flood Insurance Rate Map, Cass County, Missouri, map number 29037C0016F; map revised January 2, 2013.
7. The hereon described property is currently zoned Agricultural.



**LEGEND**

- Set 1/2" x 18" solid rebar w/ cap PLS-2008016658 Unless otherwise noted.
- Found 1/2" solid rebar w/ cap PLS-2008016658 Unless otherwise noted.
- △ Section Corner
- Barbed wire fence
- Chain link fence

**Reference Surveys:**

Survey by Scott G. Christian, PLS 2594  
Recorded in Survey Book 20, Page 80  
July 1, 2009

045

Prepared for:  
David & Lori Clark  
16112 Louisville Ct.  
Belton, Mo 64612



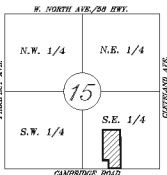
PRELIMINARY PLAT
CLARK ACRES
BELTON, CASS COUNTY, MISSOURI
106 8th Street   Belton, Mo. 64601   816.799.0157 bhsurvey@gmail.com

# FINAL PLAT OF CLARK ACRES

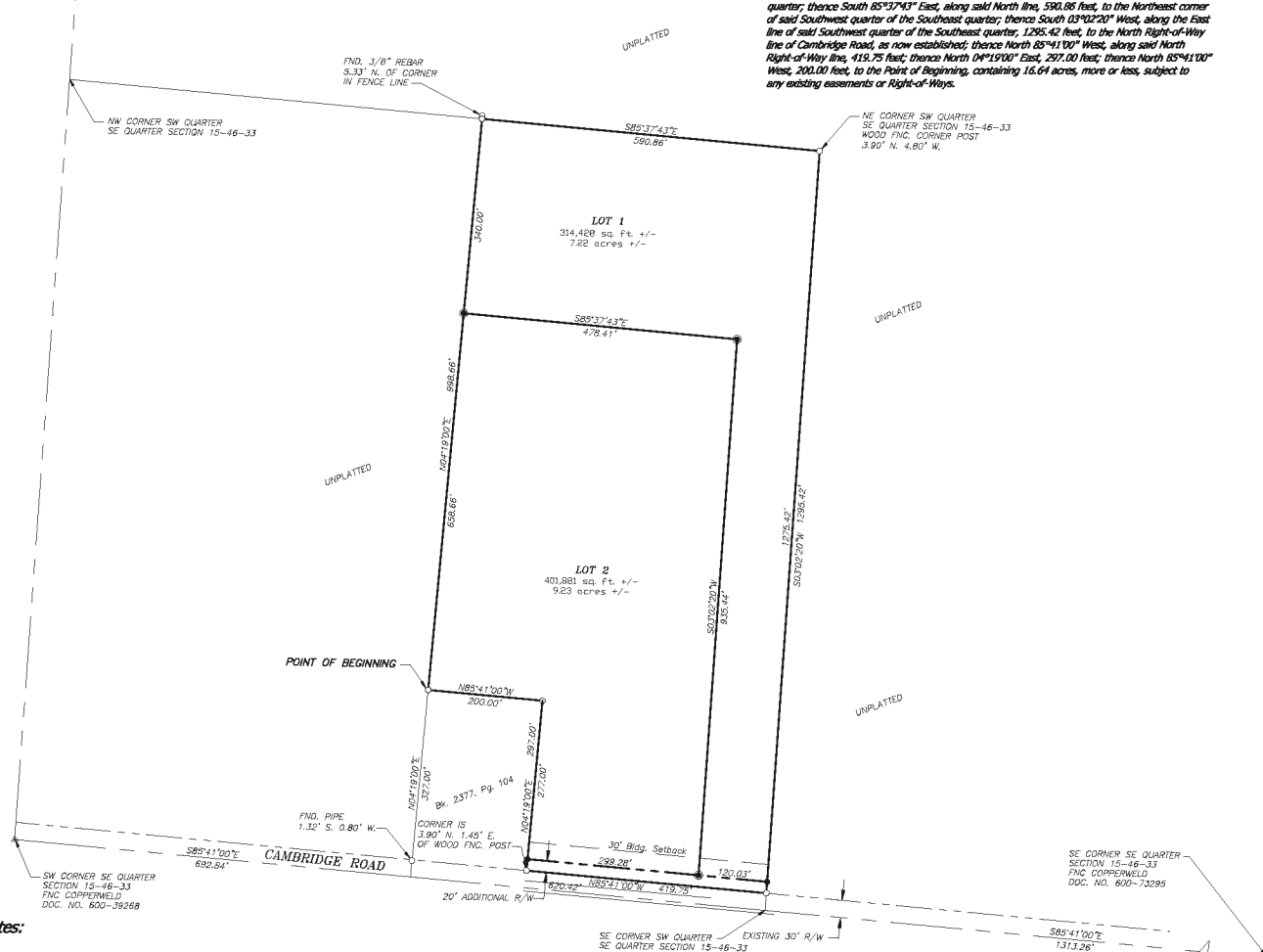
PART OF THE SOUTHEAST 1/4 OF SECTION 15-46N-33W  
IN THE CITY OF BELTON, CASS COUNTY, MISSOURI

**Property Description:**

Part of the Southwest quarter of the Southeast quarter of Section 15, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri, more particularly described by Bryan F. Hill, Missouri PLS 2008016658, as follows: Commencing at the Southeast corner of said Southeast quarter; thence South 85°41'00" East, along the South line of said Southeast quarter, 652.84 feet; thence North 04°19'00" East, 327.00 feet, to the Point of Beginning; thence North 04°19'00" East, 298.66 feet, to a point on the North line of the Southwest quarter of said Southeast quarter; thence South 85°37'43" East, along said North line, 590.86 feet, to the Northeast corner of said Southwest quarter of the Southeast quarter; thence South 03°02'20" West, along the East line of said Southwest quarter of the Southeast quarter, 1265.42 feet, to the North Right-of-Way line of Cambridge Road, as now established; thence North 85°41'00" West, along said North Right-of-Way line, 419.75 feet; thence North 04°19'00" East, 297.00 feet; thence North 85°41'00" West, 200.00 feet, to the Point of Beginning, containing 16.64 acres, more or less, subject to any existing easements or Right-of-Ways.



T 46 N, R 33 W  
Location Map



**Notes:**

- No Title Commitment was provided at the time of this survey, therefore all easements and encumbrances are considered unknown. Unless noted, this survey does not reflect any of the following: rights of way, easements, utility lines, rivers, streams, lakes or other storm drainage facilities, buildings or other improvements, subsurface conditions, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and/or any other facts which a current title search may disclose.
- Accuracy Standard for this Survey is "Type Urban".
- Fences shown hereon may not be located on the deed lines. They may represent division lines between adjoining/adjacent owners. No fences should be moved or replaced without referring to chapter 272 of the Missouri revised statutes.
- The herein described property is not located in a Flood Zone per Flood Insurance Rate Map, Cass County, Missouri, map number 25037C00165, map revised January 2, 2013.
- The herein described property is currently zoned Agricultural.

**Approvals:**

This plat of Clark Acres has been submitted to and approved by the Belton Planning Commission this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
Tom MacPherson - Chairman

\_\_\_\_\_  
Secretary

Approve: The City Council of Belton, Missouri.

\_\_\_\_\_  
Norman K. Lankey, Sr. - Mayor

Attest: \_\_\_\_\_  
Andrea Cunningham - City Clerk

**Dedication:**

The undersigned proprietors of the real estate described hereon have caused the same to be subdivided in the manner shown on this Plat, which Subdivision and Plat shall hereafter be known as "CLARK ACRES". It shall be a sufficient description of each lot platted hereon to be designated by the number which appears on said lot followed by the words "CLARK ACRES"

The use of all lots shown on this Plat shall be subject to any and all restrictions recorded in the Office of the Recorder of Deeds in Cass County, Missouri.

**Streets:**

The streets shown hereon and not previously dedicated to public use are hereby so dedicated.

**Owner's Certificate:**

As owner I hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on this plat.

In Witness whereof, the undersigned proprietors have hereunto set their hands this \_\_\_ day of \_\_\_, 2023.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Be it remembered that on this \_\_\_ day of \_\_\_, 2023, before me, a Notary Public in and for said County and State, came \_\_\_\_\_, to me, personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same, in testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the and year above written.

(seal)  
Notary Public  
My commission expires: \_\_\_\_\_

I HEREBY DECLARE: that the within plat of Clark Acres subdivision is based on an actual survey meets or exceeds the current "Standards for Property Boundary Surveys" as established by the Missouri Board of Architects, Professional Engineers and Land Surveyors of the State of Missouri. I further declare that the bearings shown on this plat are based on NAD 1983 Missouri State Plane Coordinate System, West Zone per GPS observation utilizing the Modot VRS RTK Network that the section and sectional subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat; that the lot corners and street centerlines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and City of Belton statutes, ordinances and regulations governing the practice of surveying and the platting of subdivision to the best of my professional knowledge and belief.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Bryan F. Hill, PLS 2008016658

046

Prepared for:  
David & Lori Clark  
16112 Louisville Ct.  
Belton, Mo 64012



Bryan F. Hill  
Professional Land Surveyor  
MO IS 2008016658

FINAL PLAT
CLARK ACRES
BELTON, CASS COUNTY, MISSOURI
106 Elm Street   Belton, Mo 64028   816.799.0157 bhillsurvey@gmail.com



## **Bill No. 2023-43 COUNCIL ACTION REPORT**

**Title: Annual Readoption of Chapter 2, Article VI – Ethics, Conflicts of Interest**

**Agenda Date: July 25, 2023**

**Presented by: Andrea Cunningham, City Clerk**

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### **Background**

- The Missouri Ethics Commission requires municipalities with an annual operating budget in excess of \$1 million to biannually readopt the ordinance establishing procedures to disclose potential conflicts of interest and substantial interest for certain municipal officials.
- The City of Belton chooses to readopt the ordinance annually.
- These procedures are codified in Chapter 2, Article VI of the Code of Ordinances.

### **Financial/Budget Considerations**

- There are no financial considers to readopting this ordinance.

### **Legal Considerations**

- There are no legal considers to readopting this ordinance.

### **Policy Considerations**

- This ordinance sets forth policy and procedure for elected officials and specific municipal officials to disclose private financial or other interests in matters affecting the city.

### **Staff Recommendation**

- Staff recommends readopting this ordinance.

**AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.**

**WHEREAS**, the Missouri Ethics Commission requires municipalities with an annual operating budget in excess of \$1 million to readopt biannually the ordinance establishing procedures to disclose potential conflicts of interest and substantial interest for certain municipal officials; and

**WHEREAS**, the City of Belton adopted Ordinance 91-2073 originally in 1991, establishing the above procedure and now readopts every year since then; and

**WHEREAS**, the procedures set out in Ordinance 91-2073 have been amended from time to time and are codified and set out in Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as Exhibit “A.”

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

- Section 1.** That ordinance No. 91-2073, as amended, and as now set forth Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as **Exhibit A** is hereby readopted in its entirety according to the directive of the Missouri Ethics Commission.
- Section 2.** The City Clerk shall send a certified copy of this ordinance or amendment to the Missouri Ethics Commission within ten days of its adoption.
- Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

READ FOR THE FIRST TIME: July 25, 2023

READ FOR SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, 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

## **ARTICLE VI. ETHICS**

### **DIVISION 1. GENERALLY**

**Secs. 2-1092—2-1120. Reserved.**

### **DIVISION 2. CONFLICTS OF INTEREST**

#### **Sec. 2-1121. Declaration of policy.**

- (a) The proper operation of municipal government requires:
- (1) That public officials and employees be independent, impartial and responsible to the people;
  - (2) That government decisions and policy be made in the proper channels of the governmental structure;
  - (3) That public office not be used for personal gain; and
  - (4) That the public have confidence in the integrity of its government.
- (b) In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

(Code 1976, § 2-191; Ord. No. 91-2073, § 1, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

#### **Sec. 2-1122. Conflicts of interest.**

The mayor or any member of the city council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the city council the nature of his or her interest and shall disqualify himself or herself from voting on any matters relating to this interest.

(Code 1976, § 2-192; Ord. No. 91-2073, § 2, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

#### **Sec. 2-1123. Disclosure reports.**

Each elected official, the chief administrative officer, the chief purchasing officer, the parks and recreation director and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500.00, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- 
- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500.00, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
  - (3) The chief administrative officer, the chief purchasing officer, and the parks and recreation director also shall disclose by May 1 for the previous calendar year the following information:
    - a. The name and address of each of the employers of such person from whom income of \$1,000.00 or more was received during the year covered by the statement;
    - b. The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
    - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(Code 1976, § 2-193; Ord. No. 91-2073, § 3, 8-27-1991; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997, Ord. No. 2009-3563, § A, 8-25-2009; Ord. No. 2011-3746, § A, 8-23-2011)

### **Sec. 2-1124. Filing of reports.**

The reports shall be filed with the city clerk and with the secretary of state prior to January 1, 1993, and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

(Code 1976, § 2-194; Ord. No. 91-2073, § 4, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

### **Sec. 2-1125. When filed.**

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- (1) Each person appointed to office and required herein to file a financial disclosure statement shall file the statement within 30 days of such appointment or employment;
- (2) Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31, provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

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(Code 1976, § 2-195; Ord. No. 91-2073, § 5, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)



## **Bill No. 2023-45 COUNCIL ACTION REPORT**

**Title: Cooperative Final Missouri Highways and Transportation Commission Surface Transportation Block Grant Program and Cost-Share Supplemental Agreement for 58 and Powell Parkway Multimodal Traffic Relief Project**

**Agenda Date: July 25, 2023**

**Presented by: Greg Rokos, Assistant City Manager**

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### **Background**

- Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law. Section 70.210 to 70.320 of the Revised Statutes of Missouri provide those political subdivisions, including cities, towns and villages may jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision.
- The City desires to make improvements to Route 58 and Powell Parkway to make it a multi-modal traffic relief project that will substantially benefit the City.
- The City needs to provide approval by the City Council that the City Manager is authorized to execute the Cooperative Final Missouri Highways and Transportation Commission Surface Transportation Block Grant Program and Cost-Share Supplemental Agreement for the 58 and Powell Parkway Multimodal Traffic Relief Project with the City of Belton, Missouri in substantially similar form to the draft agreement.

### **Financial/Budget Considerations**

- The Transportation Improvements will require the inclusion of federal grant funding. The project funding is divided into two areas, the work on Route 58, and the work on 173 street/Cunningham. The cost share funds can only be used on Route 58, while the Surface Transportation Program (STP) Grant with a city match can be used on the entire project. The estimate for the Route 58 portion is \$2.3M while the remainder of the project is estimated at \$4.56M. The funding with this revised agreement will provide \$1,023,690 of cost share funds and \$3,585,000 of federal STP funds. The cost share funds are 50/50 and the STP funds are 80/20. The cost share will fund most of the Route 58 portion of the project. The federal funds are eligible for the remainder of Route 58 at \$252,620 and the 173 street/Cunningham at \$4,560,000, for a total of \$4,812,620. This will be at a split federal funding of \$3,585,000 and city cost of \$1,227,620. In the end, the two funding sources will pay 67% of the project.



**Legal Considerations**

- There are no legal considerations for this agreement.

**Policy Considerations**

- There no policy considerations for this agreement.

**Staff Recommendation**

- Staff recommends approval of the City Manager executing in substantially similar form to the draft agreement.

**BILL NO. 2023-45**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE COOPERATIVE FINAL MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST-SHARING SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AND COST-SHARE SUPPLEMENTAL AGREEMENT FOR 58 AND POWELL PARKWAY MULTIMODAL TRAFFIC RELIEF PROJECT WITH THE CITY OF BELTON, MISSOURI IN SUBSTANTIALLY SIMILAR FORM TO THE DRAFT AGREEMENT INCLUDED AS EXHIBIT A.**

**WHEREAS**, the City of Belton desires to make improvements to Route 58 and Powell Parkway to make it a multi-modal traffic relief project that will substantially benefit the City; and

**WHEREAS**, the Transportation Improvements will require the inclusion of federal grant funding; and

**WHEREAS**, the City Council of Belton deems it to be in their best interest and the interest of their citizenry to enter into this Agreement.

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

**SECTION 1.** The City Council hereby approves the Missouri Highways and Transportation Commission Surface Transportation Block Grant Program and Cost-Share Supplemental Agreement for the 58 and Powell Parkway Multimodal Traffic Relief Project with the City of Belton, Missouri, attached hereto as **Exhibit A** and incorporated herein by reference, and ratifies and authorizes the City Manager's execution of the same.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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



CCO Form: FS27  
Approved: 05/02 (BDG)  
Revised: 10/22 (MWH)  
Modified:

Cass County  
City of Belton  
Project 3003(006), J4S3483

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STBG – 3003(006), J4S3483  
Award Year: 2022  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STBG PROGRAM AND COST SHARE  
SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on August 5, 2020, the Commission and the City previously entered a STBG Program and Cost Share Agreement #2020-01-55176 as to public improvements designated as STBG-3003(006) and J4S3483, for the construction of the 58 and Powell Road Project, (hereinafter, "Original Agreement"); and

WHEREAS, on June 13, 2023, the Missouri STP Priorities Committee recommended the award to project STBG-3003(006) of one million seven hundred thirty-five thousand dollars (\$1,735,000) in additional STBG funding; and

WHEREAS, the one million seven hundred thirty-five thousand dollars (\$1,735,000) in additional STBG funding was awarded; and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

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

(1) REVISION: Subparagraph (D) under paragraph (12) FINANCIAL RESPONSIBILITIES of the Original Agreement is hereby removed and replaced with the following:

(D) This project has been allocated one million eight hundred fifty

thousand dollars (\$1,850,000) in Federal Surface Transportation Program (**STP**) funds. The STP related federal share for this project will be reimbursed at 80% for all eligible costs, not to exceed three million five hundred eighty-five thousand dollars (\$3,585,000). The Federal funds will be available in federal fiscal year 2022. Federal funds may be applied to the total project.

(2) REVISION 2: The Financial Responsibilities Table of Exhibit A of the Original Agreement is hereby removed and replaced with the Financial Responsibilities Table of Exhibit A attached hereto.

(3) REVISION: Subparagraph (I) under paragraph (12) REIMBURSEMENT is hereby added to the Original Agreement and states as follows:

(I) Of the three million five hundred eighty-five thousand dollars (\$3,585,000) in STBG Federal Funds awarded to STBG-3006(006), one million seven hundred thirty-five thousand dollars (\$1,735,000), was awarded on June 13, 2023, by the Missouri STP Priorities Committee under the stipulation that the additional funds must be submitted for FHWA obligation before September 1, 2023. If the additional funds are not obligated, they will be rescinded, and the Commission is under no obligation to continue with the project.

(4) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

*Remainder of Page Intentionally Left Blank*

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

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BELTON

By \_\_\_\_\_

By \_\_\_\_\_

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

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

Ordinance No.: \_\_\_\_\_

## Exhibit A - Project Budget

**Project Name:** Route 58 and Powell Parkway Multimodal Traffic Relief Project

**Project Number:** STP-3003(006) #J4S3483

### Financial Responsibilities:

City Funds	\$1,539,577
KC District Staff Costs	\$15,000
MoDOT - Cost Share Funds	\$1,023,690
Federal - STP	\$3,585,000
Total Project Cost	\$4,428,267



## **Bill No. 2023-44 COUNCIL ACTION REPORT**

**Title: Cooperative Final Missouri Highways and Transportation Commission Cost-Sharing Surface Transportation Block Grant Program Agreement for Improvements to North Scott Corridor with the City of Belton**

**Agenda Date: July 25, 2023**

**Presented by: Greg Rokos, Assistant City Manager**

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### **Background**

- Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law. Section 70.210 to 70.320 of the Revised Statutes of Missouri provide those political subdivisions, including cities, towns and villages may jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision.
- The City desires to make improvements to the North Scott Corridor (North Scott Avenue from 155th Street to MO 58 Hwy) to make it a multi-modal street that will substantially benefit the City.
- The City needs to provide approval by the City Council that the City Manager is authorized to execute the Cooperative Final Missouri Highways and Transportation Commission Cost-Sharing Surface Transportation Block Grant Program Agreement for Improvements to North Scott Corridor with the City of Belton, Missouri in substantially similar form to the draft agreement.

### **Financial/Budget Considerations**

- The Transportation Improvements will require the inclusion of federal grant funding. The project was originally estimated at \$2.4M in 2020, but due to inflation, the budget is \$3.8M. The city was originally given \$1.9M toward the project and now with this agreement, we will be receiving \$2.9M toward the project. The city will fund the remaining \$1M. This will get us to the normal 80/20 federal/local split required by the Federal Highway Administration.

### **Legal Considerations**

- There are no legal considerations for this agreement.

### **Policy Considerations**

- There no policy considerations for this agreement.

### **Staff Recommendation**

- Staff recommends approval of the City Manager executing in substantially similar form to the draft agreement.

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE COOPERATIVE FINAL MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST-SHARING SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT FOR IMPROVEMENTS TO NORTH SCOTT CORRIDOR WITH THE CITY OF BELTON, MISSOURI IN SUBSTANTIALLY SIMILAR FORM TO THE DRAFT AGREEMENT INCLUDED AS EXHIBIT A.**

**WHEREAS**, the City of Belton desires to make improvements to the North Scott Corridor to make it a multi-modal street that will substantially benefit the City; and

**WHEREAS**, the Transportation Improvements will require the inclusion of federal grant funding; and

**WHEREAS**, the City Council of Belton deems it to be in their best interest and the interest of their citizenry to enter into this Agreement.

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

**SECTION 1.** The City Council hereby approves the Missouri Highways and Transportation Commission Cost-Sharing Surface Transportation Block Grant Program Agreement for improvements to North Scott Corridor with the City of Belton, Missouri, attached hereto as **Exhibit A** and incorporated herein by reference, and ratifies and authorizes the City Manager’s execution of the same.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, 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

CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 10/22 (MWH)  
Modified: 06/23 (MWH)

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STBG-3003(007)  
Award Year: 2023  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Belton, Cass County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-3003(007) involves:

Improvements to N. Scott Corridor to make it a multi-modal street.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-3003(007) by the Commission is within the city limits of Belton, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and



incorporated herein by reference. More specific descriptions are as follows:

North Scott from 155<sup>th</sup> St to MO 58 Hwy in Belton, MO

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be eighty percent (80%) not to exceed \$2,900,000 (two million nine hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(C) Of the two million nine hundred thousand dollars (\$2,900,000) of federal STBG funding, one million dollars (\$1,000,000) was awarded on June 13, 2023, by the Missouri STP Priorities Committee under the stipulation that the request for obligation of these funds occur prior to September 1, 2023. If the request for obligation of these funds does not occur prior to September 1, 2023, the additional awarded funds shall be rescinded.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-3003(007) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state

and federal laws and regulations relating to the performance of this Agreement.

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

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

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
Public Works Director  
City of Belton  
506 Main St  
Belton, MO 64012
- (B) To the Commission:  
Kansas City District Engineer  
Missouri Department of Transportation  
600 NE Colbern Rd  
Lee's Summit MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order,

administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

*Remainder of Page Intentionally Left Blank*



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

Executed by the City this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BELTON

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

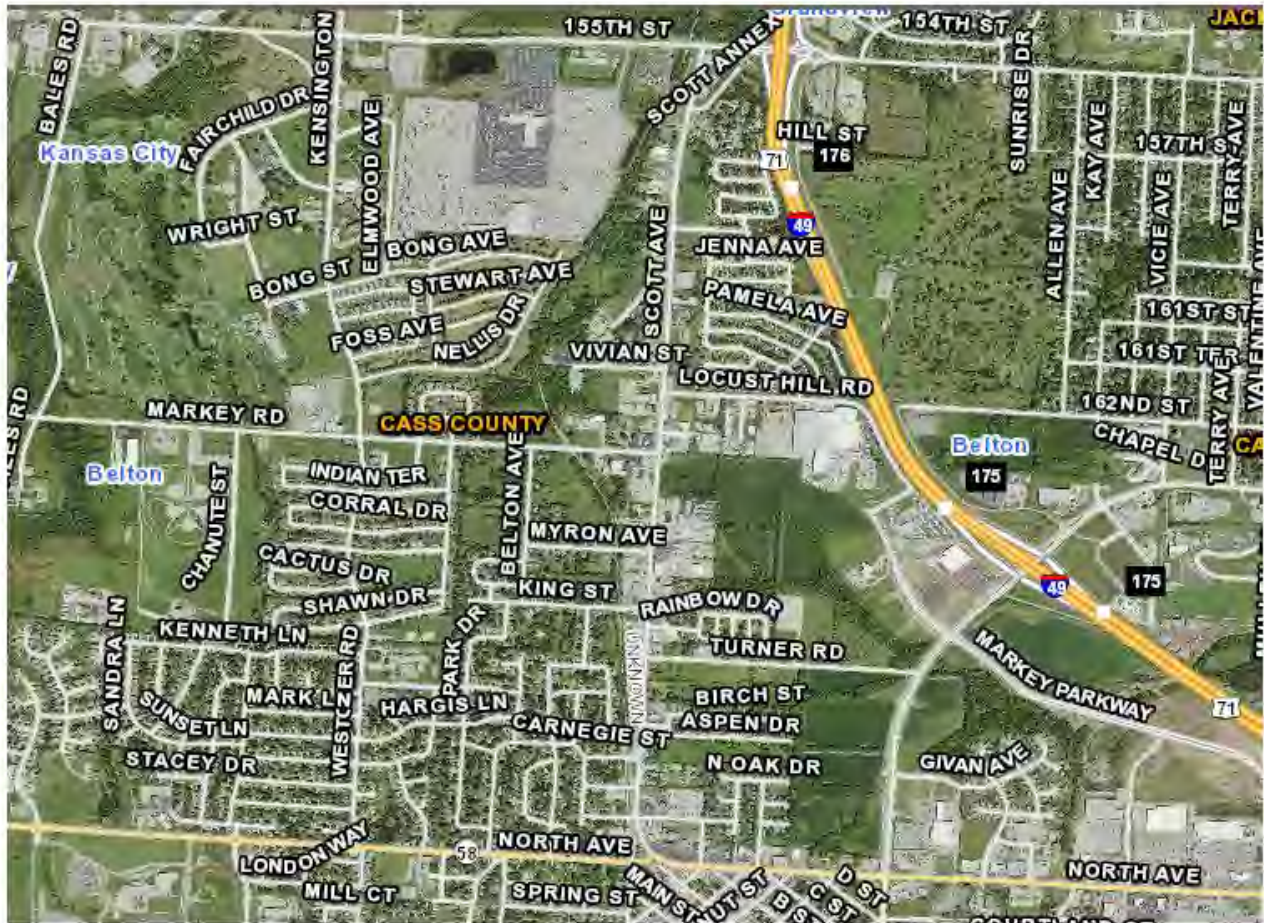
By \_\_\_\_\_

Title \_\_\_\_\_

[If needed to authorize a city official  
to execute the agreement.]

Ordinance No: \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STBG-3003(007) Improvements to N. Scott Corridor in Belton, MO to make it a multi-modal street.

Task	Date
Date funding is awarded	4/23/2021
Solicitation for Professional Engineering Services (advertised)	7/1/2021
Engineering Services Contract Approved	8/1/2021
Conceptual Study (if applicable)	3/1/2022
Preliminary and Right-of-Way Plans Submittal (if Applicable)	6/15/2023
Plans, Specifications & Estimate (PS&E) Submittal	6/30/2023
Plans, Specifications & Estimate (PS&E) Approval	7/1/2023
Advertisement for Letting	7/15/2023
Bid Opening	8/15/2023
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	8/31/2023

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

**Minutes of the Belton City Council**  
**July 11, 2023**  
**City Hall Annex**  
**520 Main Street, Belton, Missouri**

Mayor Larkey called the meeting to order at 6:00 p.m.

Councilmember Powell led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Allyson Lawson, Chris Richardson, Rob Powell, Perry Gough, James Pryan (via videoconference), Bret White

Councilmember absent: Angela Kraft

Staff present: Greg Rokos, Assistant City Manager/Public Works Director; Julia Porter, Deputy City Clerk; Matt Wright, Planning and Building Director; Padraic Corcoran, Attorney; Police Chief Scott Lyons; Fire Chief John Sapp; Casey Koehn, Finance Director; Kevin Feeback, Park Assistant Director; Jay Kennedy, Golf Course Manager; and Demetrius Ramirez, Chief Building Official

**PERSONAL APPEARANCES**

Councilmember Lawson presented a proclamation for Parks and Recreation Month.

Bob Olson, 114 Mary Way, spoke about the new recycling program. His comments are attached hereto to the minutes.

**UNFINISHED BUSINESS**

Julia Porter, Deputy City Clerk, gave the final reading of Bill No. 2023-33: **An ordinance accepting a Missouri Secretary of State Electronic Records Initiative Grant.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Vote on the final reading was recorded:

Ayes: 8    Lawson, Gough, Powell, Richardson, Clark, Pryan, White, Mayor Larkey

Noes: 0

Absent: 1    Kraft

Bill No. 2023-33 was declared passed and in full force and effect as **Ordinance No. 2023-4784**, subject to Mayoral veto.

Ms. Porter, gave the final reading of Bill No. 2023-34, as amended: **An ordinance approving the Reappropriation and Revision of the City of Belton Fiscal Year 2024 adopted city budget.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Vote on the final reading was recorded:

Ayes: 8    Lawson, Gough, Powell, Richardson, Clark, Pryan, White, Mayor Larkey

Noes: 0

Absent: 1    Kraft

Bill No. 2023-34, as amended, was declared passed and in full force and effect as **Ordinance No. 2023-4785**, subject to Mayoral veto.

## **NEW BUSINESS**

Ms. Porter read Bill No. 2023-35: **An ordinance approving the Seventeenth Amendment to the Old Town Belton Redevelopment Plan to approve the 712 Main Street Project as Redevelopment Project 2023-04 and to authorize tax abatement as described therein.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments at 6:09 p.m. Matt Wright, Planning & Building Director, presented information about the amendment and responded to questions from the City Council. There was no one else present to submit comments. Mayor Larkey closed the public hearing at 6:10 p.m. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Lawson moved to hear the final reading.** Councilmember Richardson seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lawson, seconded by Councilmember Richardson. Vote on the final reading was recorded:

Ayes: 8 Lawson, Gough, Powell, Richardson, Clark, Pryan, White, Mayor Larkey

Noes: 0

Absent: 1 Kraft

Bill No. 2023-35 was declared passed and in full force and effect as **Ordinance No. 2023-4786**, subject to Mayoral veto.

Ms. Porter read Bill No. 2023-36: **An ordinance amending Sections 20-2; 20-6; and 40-2; and adding Section 20-7 of the Unified Development Code related to public noticing requirements and alternative development standards for platting processes.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Mr. Wright presented information about the proposed amendments and responded to questions from the City Council. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Porter read Bill No. 2023-37: **An ordinance adding Article V to Chapter 10 of the Unified Development Code to implement a Rental Inspection Program.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Mr. Wright presented information about the proposed amendments and responded to questions from the City Council. Councilmember Powell moved to amend Bill No. 2023-37 to add the sentence, one inspection shall be conducted every five years for long term occupancy. Councilmember Lawson seconded. The Council discussed the inspection requirements for the Rental Inspection Program. Councilmember Powell moved to amend the motion on the table to amend by adding that if the tenant signs off on a waiver, they can opt out of the inspection. Councilmember Lawson seconded and discussion about the amendment followed. Vote on the motion to amend the motion to amend failed with Councilmembers Lawson, Powell, White, and Pryan voting in favor and Councilmembers Gough, Richardson, Clark and Mayor Larkey voting against. The Council

discussed the motion to amend requiring an inspection every five years. Councilmember Lawson moved to call for the question. Councilmember Richardson seconded. Vote on the motion to amend failed with Councilmembers Lawson, White, Pryan, and Powell voting in favor and Councilmembers Gough, Richardson, Larkey, and Clark voting against. The Council discussed the requirements and the fees for the Rental Inspection Program. Council directed staff to prepare additional information regarding the fees for the program for the next City Council meeting. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Porter read Bill No. 2023-38: **An ordinance amending Article XXI to Chapter 6 of the Code of Ordinances to implement a Rental Inspection Program.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Mr. Wright presented information about the proposed amendments and responded to questions from the City Council. The Council discussed updating the requirements for a landlord business license to include a local contact. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Porter read Bill No. 2023-39: **An ordinance approving a Special Use Permit for a digital billboard located near the southeast corner of Interstate 49 and E. 163<sup>rd</sup> Street in the City of Belton, Cass County, Missouri.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Mr. Wright presented information about the proposed Special Use Permit and responded to questions from the City Council. Melissa Porlier, Porlier Outdoor Advertising spoke on behalf of the applicant and responded to questions from the Council. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Pryan moved to hear the final reading.** Councilmember Clark seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Gough. Vote on the final reading was recorded:

Ayes: 8 Lawson, Gough, Powell, Richardson, Clark, Pryan, White, Mayor Larkey

Noes: 0

Absent: 1 Kraft

Bill No. 2023-39 was declared passed and in full force and effect as **Ordinance No. 2023-4787**, subject to Mayoral veto.

Ms. Porter read Bill No. 2023-40: **An ordinance approving a Special Use Permit for a body art services business at 827-829 E. North Avenue in the City of Belton, Cass County, Missouri.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. Mr. Wright presented information about the proposed Special Use Permit and responded to questions from the City Council. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember White moved to hear the final reading.** Councilmember Lawson seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lawson, seconded by Councilmember Richardson. Melonie Gonzalez, Matriarch Body Piercing, addressed the Council on behalf of the applicant. Vote on the final reading was recorded:

Ayes: 8 Lawson, Gough, Powell, Richardson, Clark, Pryan, White, Mayor Larkey

Noes: 0

Absent: 1 Kraft

Bill No. 2023-40 was declared passed and in full force and effect as **Ordinance No. 2023-4788**, subject to Mayoral veto.

Ms. Porter read Resolution No. R2023-73: **A resolution approving the purchase of mobile data terminal equipment from Turn-Key Mobile, Inc. in the amount of \$69,094.00.**

Presented by Councilmember Lawson, seconded by Councilmember Richardson. John Sapp, Fire Chief, presented information about the mobile data terminals and responded to questions from the Council. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

## **CONSENT AGENDA**

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

- **approving the minutes of the June 27, 2023, City Council Meeting.**
- **Resolution R2023-74: A resolution approving the purchase of two (2) box units for the Animal Control trucks in the total amount of \$55,896 from Hartstra Manufacturing.**
- **Resolution R2023-75: A resolution approving a contract for services for Orb Gate replacement for the Wastewater Treatment Plant with David E. Ross Construction Company in the not-to-exceed amount of \$105,400.00.**

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

## **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Richardson gave an update on the Fourth of July event and said barring a few issues with an unrelated but nearby standoff and some weather the event went really well.

Councilmember Lawson gave a Park report

- Parks and Recreation Month is this month
- Photo Scavenger Hunt is going on across the City
- Farmer's Market on Thursdays at the Assembly of God church
- Youth sports sign ups are going on now, including disc golf
- Next Car Cruise night is July 22

Councilmember Clark thanked all of the volunteers who helped with the Fourth of July event.

Councilmember Powell pointed out the new ramp and railings at the city museum and an automatic door opener to comply with the American Disabilities Act. Councilmember Powell also thanked Greg Rokos and Mike Miller for their help in getting crosswalks on Y Highway. Councilmember Powell welcomed new Deputy City Clerk Julia Porter to Belton and requested that more detail on discussion be incorporated into the meeting minutes.



## COMMUNICATIONS FROM MAYOR

Mayor Larkey added on to the comments about the Fourth of July event being a good event.

## CITY MANAGER'S REPORT

Greg Rokos, Assistant City Manager, stated that GFL mailed out notices about the new recycling program and staff has received two main questions. The first question asking if everyone is required to take a recycling cart. The answer is no, residents can opt out of receiving a cart. The second question is regarding what materials are recyclable. There is a handout and website available that lists all of the acceptable materials. A door hanger will be put out with the list of recyclable materials when the carts are dropped off.

July/August 2023 City Council Meetings – 6:00 p.m.

July 25, 2023

August 8, 2023

August 22, 2023

## ITEMS FOR REVIEW AND DISCUSSION

Mayor Larkey announced that the item for the Public Safety Advisory Committee would be moved to the next Council meeting.

At 7:24 p.m. Councilmember Lawson moved to enter Executive Session to discuss matters pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed, and the meeting adjourned from there. Councilmember Richardson seconded. The following vote was recorded:

Ayes: 8      Mayor Larkey, Gough, Richardson, Clark, Lawson, Powell, Pryan, White

Noes: 0

Absent: 1      Kraft

Motion carried.

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

---

Julia Porter, Deputy City Clerk

---

Mayor Norman K Larkey, Sr

July 11, 2023

Bob Olsen  
114 Mary Way  
Belton, MO 64012

Belton, Missouri City Council

Re: Complaint about having to pay for a Recycling Program that we Do Not Desire to Use.

Greetings:

With both my wife and I being Retired, we are both on Fixed Incomes. We also Do Not normally Produce Much Trash. Our current 65-Gallon Belton Supplied Trash Can is normally only Half Full each week. That Receptacle alone takes up a lot of space in our Garage. We really Do Not have room for another 65-gallon receptacle in our Garage and we Do Not want to take on the added liability of storing one under our Rear Deck where it could get stolen.

We've lived in Belton since Early 1993 after I retired out the Navy. In that time, we personally saw the abuses to the Previous Recycling Program here in Belton when Recycling Dumpsters were first on a city owned lot on Second Street behind City Hall, then later behind the Fire Department Station on 163<sup>rd</sup> Street & Mullen Road.

We observed Dry Wall from houses and Bagged Trash that had been put into those Dumpsters.

Another Issue that the City Counsel & our Fellow Citizens need to consider is the Additional Damage to our City Streets that will eventually come about in running an Additional Heavy Vehicle weekly on these Streets.

Under "Recycling Instructions" it says that "Materials inside the cart should be clean, loose and dry." My wife and I both can tell you that it takes up to Three Days to dry out Empty Apple Juice Bottles that we re-use to freeze milk for future use.

The Bottom Line is Why should people like us who see the Financial Insufficiency of Recycling to our Fellow Citizens and probably our City Government, have to pay for a Service that we don't need? We Do Not Believe that a Private Business could Survive under such Wasteful Spending in People Power and Resources. Let those who want to Recycle do it under Their Own Expense, not the rest of us who might not agree. On a small scale, Recycling has failed in the Past here in Belton, this Begg the Question as to Why is our City Government trying to do it again in a Big Scale? My wife reminded me that the last time Belton tried Curbside Recycling with the small containers, that it failed.

Respectfully From Mary Ann & I – Bob Olsen,

*Bob Olsen*

*P.S. A 35-GALLON RECEPTACLE COULD HAVE BEEN RECYCLED MORE ACCEPTABLE. WE'LL CANCEL, BUT STILL HAVE TO PAY.*

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

**JUNE 2023**

*Judge Mayo*

**6/30/2023**

---

**MUNICIPAL JUDGE**

**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF JUNE 2023 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

---

**CITY CLERK**

**DATE**

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

SMC

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

<b>I. COURT INFORMATION</b>		Municipality: BELTON	Reporting Period: Jun 1, 2023 - Jun 30, 2023	
Mailing Address: 7001 E 163RD STREET, BELTON, MO 64012				
Physical Address: 7001 E 163RD STREET, BELTON, MO 64012			County: Cass County	Circuit: 17
Telephone Number: (816)3312798		Fax Number:		
Prepared by: LAURA ELLIS		E-mail Address: laura.l.ellis@courts.mo.gov		
Municipal Judge: ROSS C. NIGRO, JR.				
<b>II. MONTHLY CASELOAD INFORMATION</b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		50	2,743	874
B. Cases (citations/informations) filed		4	481	118
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	4	3
3. court/bench trial - NOT GUILTY		0	13	5
4. plea of GUILTY in court		5	186	47
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	82	3
6. dismissed by court		0	1	2
7. <i>nolle prosequi</i>		0	15	18
8. certified for jury trial (not heard in Municipal Division)		0	0	5
<b>9. TOTAL CASE DISPOSITIONS</b>		5	301	83
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		49	2,923	909
E. Trial de Novo and/or appeal applications filed		0	0	5
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>		
1. # Issued during reporting period	408	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	279	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	2,832			

**MUNICIPAL DIVISION SUMMARY REPORTING FORM** *SMC*

<b>COURT INFORMATION</b>	Municipality: BELTON	Reporting Period: Jun 1, 2023 - Jun 30, 2023
--------------------------	----------------------	----------------------------------------------

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$22,858.50	Appointed Counsel Fund	\$272.56
Clerk Fee - Excess Revenue	\$2,449.49	Appointed Counsel Fund Expend	\$9.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$82.58	CVC Surcharge State	\$0.37
		Court Automation	\$1,836.54
Bond forfeitures (paid to city) - Excess Revenue	\$1,045.00	Law Enf Arrest-Local	\$521.50
<b>Total Excess Revenue</b>	\$26,435.57	Overpayments Detail Code	\$33.50
		<b>Total Other Disbursements</b>	\$2,673.47
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
		\$43,876.50	
Fines - Other	\$8,928.00	<b>Bond Refunds</b>	\$2,692.50
Clerk Fee - Other	\$548.32	<b>Total Disbursements</b>	\$46,569.00
Judicial Education Fund (JEF)	\$0.00		
<input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge	\$272.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,941.95		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$18.20		
Law Enforcement Training (LET) Fund surcharge	\$551.00		
Domestic Violence Shelter surcharge	\$548.00		
Inmate Prisoner Detainee Security Fund surcharge	\$548.13		
Restitution	\$236.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,175.50		
<b>Total Other Revenue</b>	<b>\$14,767.46</b>		

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

Incode

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 6/2023	
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonmocourt.org
		iNotes <input checked="" type="checkbox"/>	
Municipal Judge(s)	ROSS NIGRO	Judge is Attorney	<input type="checkbox"/>
		Prosecuting Attorney: WILLIAM N. MARSHALL III	
<b>II. MONTHLY CASELOAD INFORMATION</b>			
		Alcohol and Drug Related Traffic	Other Traffic
			Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	143	4,835	1,569
B. cases (citations / informations) filed	0	0	0
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	0	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	0	0
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	143	4,835	1,569
E. Trial de Novo and / or appeal applications filed	0	0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	0	# issued during reporting period	0
2. # served/withdrawn during reporting period	53	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,172		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

Lncode

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 6/2023
--------------------------	----------------------	--------------------------

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue			
Clerk Fee - Excess Revenue			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue			
Bond forfeitures (paid to city) - Excess Revenue			
<b>Total Excess Revenue</b>			
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other			
Clerk Fee - Other			
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Sheriffs' Retirement Fund (SRF) surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
<b>Total Revenue Other</b>			
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to; arrest costs, witness fees, and board bill/jail costs.	<b>Total Other Disbursements</b>		
	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>		
	<b>Bond Refunds</b>		
	<b>Total Disbursements</b>		

## **Auction Items 7/25/2023**

### Public Works

- 1993 ford 4630 tractor with a brush hog mower, Serial # is BD49786

### Administration

- Floor lamp





## **R2023-76 MEMO**

**Title:** City of Belton Risk Management

**Agenda Date:** July 25, 2023

**Presented by:** Andrea Cunningham, City Clerk

---

The City of Belton is a member of Midwest Public Risk (MPR). Members have an obligation to themselves and to other members to reduce risks when possible. In some instances, MPR advises members to transfer risks to third parties to protect the city against claims arising from third party utilization of city services. In these cases, transferring risk is accomplished by requesting proof of insurance coverage and requiring a waiver of subrogation from organizations or businesses requesting to close public city streets to conduct activity in the street. Examples include festivals, shows/fairs, events, 5K run/walk, and parades. This would not include individuals asking to close residential streets for a block party.

Transferring risk is a proven and effective practice to manage risk.

**R2023-76**

**A RESOLUTION TO REQUEST PROOF OF INSURANCE COVERAGE AND REQUIRE A WAIVER OF SUBROGATION FROM ORGANIZATIONS OR BUSINESSES REQUESTING TO CLOSE PUBLIC CITY STREETS TO CONDUCT ACTIVITY IN THE STREET.**

**WHEREAS**, the City of Belton is a member of Midwest Public Risk (MPR) and has an obligation to itself and to other members to reduce risks when possible; and

**WHEREAS**, in certain circumstances, MPR advises members to transfer risks to third parties to protect the city against claims arising from third party utilization of city services; and

**WHEREAS**, the City Council believes it is in the best interest of the city and the citizens to request proof of insurance coverage and require a waiver of subrogation from organizations or businesses requesting to close public city streets to conduct activity in the street.

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

**Section 1.** That the Belton City Council of Belton, Missouri, hereby approves staff recommendations to request proof of insurance coverage and require a waiver of subrogation from organizations or businesses requesting to close public city streets to conduct activity in the street. This would include, but it not limited to, festivals, shows/fairs, events, 5K run/walk, and parades.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



## **R2023-77 MEMO**

**Title: Public Works/Transportation Division – Drum Mulcher/Forestry Cutter Purchase**

**Agenda Date: July 25, 2023**

**Presented by: Greg Rokos, Assistant City Manager**

---

The Public Works Department maintains approximately 24 miles of sanitary sewer and storm pipe that run through wooded/forest areas. The easements in these areas have not been kept clear making access for maintenance to the sanitary and storm manholes exceedingly difficult.

Purchasing a Drum Mulcher (Forestry Cutter) attachment for Public Works' existing skid loaders would enable Public Works crews to completely clear these easements of trees and brush in a timely and safe manner leaving the easement open for simple access for equipment to get to these manholes for cleaning and maintenance. More regular preventative maintenance of these manholes would further prevent any potential sewer or storm backups.

The City of Belton is a member of Sourcewell under member 158673. Diamond Mowers participated in the competitive bid process in response to Sourcewell RFP#070821 for Road Right-of-Way Maintenance Equipment. Sourcewell evaluates vendors using lowest cost and best practices criteria and awarded Diamond Mowers contract numbered #070821-DMM. Diamond Mowers does not sell directly to customers but sells through dealers such as Murphy Tractor and Equipment. Similar equipment by a different manufacturer is priced higher in this case when purchasing through the State of Missouri's procurement website, [missouribuys.mo.gov](http://missouribuys.mo.gov).

The Diamond Mowers Drum Mulcher (Forestry Cutter) Purchase is an FY2024 budget-approved purchase (225-0000-495-7400 ST2414, 662-0000-495-7400 WT 2406, 660-0000-495-7400 WW2415).

Staff recommends the purchase of one (1) 2023 Diamond C CWPMULCH – 40771 Drum Mulcher (Forestry Cutter) from Murphy Tractor and Equipment in the amount of \$37,950.00.

**R2023-77**

**A RESOLUTION APPROVING THE PURCHASE OF ONE (1) DIAMOND C CWPMULCH – 40771 DRUM MULCHER FROM MURPHY TRACTOR AND EQUIPMENT IN THE NOT-TO-EXCEED AMOUNT OF \$37,950.00.**

**WHEREAS**, the FY2024 approved budget includes appropriations to purchase one (1) new drum mulcher (forestry cutter); and

**WHEREAS**, the City is a member of Sourcewell under member 158673;

**WHEREAS**, Diamond Mowers participated in the competitive bid process in response to Sourcewell RFP#070821 for Road Right-of-Way Maintenance Equipment and was awarded contract numbered #070821-DMM. Diamond Mowers sells directly to dealers such as Murphy Tractor and Equipment under their Sourcewell contract.

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

**SECTION 1.** That this resolution approving the purchase of one (1) Diamond C CWPMulch-40771 Drum Mulcher from Murphy Tractor and Equipment in the not-to exceed amount of \$37,950.00 is hereby approved.

**SECTION 2.** That the City Manager, Assistant City Manager, City Clerk, or other appropriate official of the City is hereby authorized to take such actions or execute any documents or instruments necessary to carry out the intent of this Resolution.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

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

---

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

Quote Id: 29093407

---

Prepared For:  
**CITY OF BELTON**



Prepared By: **JEFFREY GOTH II**

Murphy Tractor & Equipment  
8600 Ne Parvin Road  
Kansas City, MO 64161

Tel: 816-483-5000  
Fax: 816-455-0592  
Email: [jgoth@murphytractor.com](mailto:jgoth@murphytractor.com)

**Quote Summary**

**Prepared For:**  
 CITY OF BELTON  
 506 MAIN ST  
 BELTON, MO 64012  
 Business: 816-331-9455  
 eagles4jay@sbcglobal.net

**Prepared By:**  
 JEFFREY GOTH II  
 Murphy Tractor & Equipment  
 8600 Ne Parvin Road  
 Kansas City, MO 64161  
 Phone: 816-483-5000  
 jgoth@murphytractor.com

Price includes a 1/2" Polycarbonate door to fit T770 Bobcat. This mulcher is designed to be run a machine with 36.6 GPM and 3500 PSI hydraulic system. This should match the specs of a new T770 Bobcat correctly.  
 Labor to install door on machine will be the customers responsibility.  
 Diamond Sourcewell Number: 070821-DMMM

**Quote Id:** 29093407  
**Created On:** 21 June 2023  
**Last Modified On:** 27 June 2023  
**Expiration Date:** 28 June 2023

<b>Equipment Summary</b>	<b>Qty</b>	<b>Extended</b>
2023 DIAMOND C CWPMULCH - 40771	1	
<b>Equipment Total</b>		<b>\$ 37,950.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 37,950.00
SubTotal	\$ 37,950.00
Total	\$ 37,950.00
<b>Balance Due</b>	<b>\$ 37,950.00</b>



# Selling Equipment

Quote Id: 29093407

Customer: CITY OF BELTON

**2023 DIAMOND C CWPMULCH - 40771**

Hours: 0  
Stock Number: 227548

Code	Description	Qty
25-1984	25-1984, 72" OD DRUM MULCHER PRO X 32-45 GPM ODS072	1

**Standard Options - Per Unit****Dealer Attachments**

Perry Door	Perry Door to Fit T770 Bobcat	1
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## **R2023-78 MEMO**

**Title: Public Works/Wastewater/Water Division – Jetter Easement Machine Purchase**

**Agenda Date: July 25, 2023**

**Presented by: Greg Rokos, Assistant City Manager**

---

The Public Works Department maintains approximately 40 miles of sanitary sewer and storm pipe that run through wooded areas and backyards. These areas are not always accessible with the large Jetter Truck that is used to clean sewer and storm mains.

Purchasing a Jetter Easement Machine would enable crews to take a hose reel to a remote or hard-to-reach manhole and pump water through it to clean sewer and storm mains thus preventing potential sewer or storm backups.

The City issued Bid Number 23-019 for a Jetter Easement Machine according to the City's Purchasing Policy. Three bids were received and tabulated at the time of opening.

- Armor Equipment \$73,746.56
- Elliott Equipment \$69,500.00
- Key Equipment & Supply Co. \$56,490.00

The Jetter Easement Machine Purchase is budgeted in the FY24 budget (225-0000-495-7500 ST2417).

Staff recommends the purchase of one (1) PipeHunter Side-Trac Jetter Easement Machine from Key Equipment & Supply Co., lowest and best bidder, in the not-to-exceed amount of \$56,490.00.

**R2023-78**

**A RESOLUTION APPROVING THE PURCHASE OF ONE (1) PIPEHUNTER SIDE-TRAC JETTER EASEMENT MACHINE FROM KEY EQUIPMENT & SUPPLY CO. IN THE NOT-TO-EXCEED AMOUNT OF \$56,490.00.**

**WHEREAS**, the FY2024 approved budget includes appropriations to purchase one (1) new jetter easement machine; and

**WHEREAS**, the City issued Bid Number 23-019 for a Jetter Easement Machine according to the City's Purchasing Policy. Three bids were received. Staff recommends the purchase of one (1) PipeHunter Side-Trac Jetter Easement Machine from Key Equipment & Supply Co., lowest and best bidder, in the not-to-exceed amount of \$56,490.00.

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

**SECTION 1.** That this resolution approving the purchase of one (1) PipeHunter Side-Trac Jetter Easement Machine from Key Equipment & Supply Co. in the not-to-exceed amount of \$56,490.00 is hereby approved.

**SECTION 2.** That the City Manager, Assistant City Manager, City Clerk, or other appropriate official of the City is hereby authorized to take such actions or execute any documents or instruments necessary to carry out the intent of this Resolution.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

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

---

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

6-22-2023

City of Belton  
Mr. Klayton Turnbow, Transportation Superintendent  
700 Seabee Road  
Belton, MO 64012



Re: Jetter Easement Machine Sealed Bid Reference (23-019)

Klayton,

Thank you for the opportunity to submit a bid proposal for the Pipehunter SideTrac Easement machine to you and your staff. We are pleased to supply you with a proposal for a new PipeHunter SideTrac Easement machine.

PipeHunter SideTrac easement units are versatile pieces of equipment. These are great for solving the problem of inaccessible manholes and keep operators from pulling off the hose and hauling it manually. The articulating frame on this unit allows for smoother operation, less torn up grass and easier navigation of obstacles. Make remote access less of a challenge for your crew.

The PipeHunter SideKick Side-Trac Easement Machine includes:

- 600' x 1" Capacity Jet Hose Reel
- 600' x 1" x 3,000 PSI Piranha Sewer Cleaning Hose
- Articulating Reel Option Hydraulic Powered Articulation Worm Gear
- Hydraulic Reel In/Out
- Hydraulic pressure gauge
- Reel Speed Control
- Double Roller Level-wind 45 Degrees
- Footage counter manual
- 10' x 1" x 3000 PSI Leader Hose
- Tiger Tail
- Water Pressure Gauge
- Dump Hose and Pipe (Water ON/OFF @ Easement)
- Honda Gas 24 HP Electric Start Hour Meter
- Hydraulic Drive Tracks (Rubber) 36" Wide
- Under Carriage Steel Plate hose protection
- Outriggers (4 Total)
- Safety cover for Lever controls
- Extended High-Pressure Sewer Hose Connection
- PipeHunter Speed Liner Frame & Reel

\*Please provide desired reel color

New 2023 Pipehunter SideTrac easement machine. (90-120 day lead-time)

**One (1) 2023 New PipeHunter Side-Trac:**

**\$56,490.00**

Pricing is good for 30 days from date of proposal  
Applicable taxes not included in price

Thank you for your consideration of Key Equipment & Supply Co. and PipeHunter. We greatly appreciate your business. If you have any questions, or would like additional information, please don't hesitate to contact me directly at 913-915-8709 or [swilliams@keyequipment.com](mailto:swilliams@keyequipment.com).

Respectfully,

*Steve Williams*

Steve Williams  
Territory Manager  
Key Equipment & Supply Co



\*Sample Photos

**St. Louis**

Key Equipment & Quality Rents  
13507 Northwest Industrial Drive  
Bridgeton, MO 63044  
800-325-4323

**Kansas City**

Key Equipment & Quality Rents  
6716 Berger Avenue  
Kansas City, KS 66111  
800-262-014902

**Springfield**

Key Equipment & Quality Rents  
1315 Ottis Street  
Springfield, IL 62703  
217-313-7408



## **R2023-79 MEMO**

**Title: Public Works/Transportation Division - Mudjack Machine Purchase**

**Agenda Date: July 25, 2023**

**Presented by: Greg Rokos, Assistant City Manager**

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Included in the Public Works Department Mission is to improve the walkability of City of Belton's sidewalks. Public Works has found many sidewalks that can be fixed and, in some instances, brought back within ADA compliance with mudjacking or lifting panels of sidewalk. This is a more cost-effective method versus removal and replacement of a sidewalk.

The City issued Bid Number 23-017 for Mudjack/Slab Lifting All-in-One Trailer Unit according to the City's Purchasing Policy. Two bids were received and tabulated at the time of opening.

- HMI Company - \$47,102.14
- Technology International - \$53,103.00

The Mudjack Machine Purchase is budgeted in the FY24 budget (225-0000-495-7500 ST2417).

Staff recommends the purchase of one (1) HMI Mudjack Machine All-in-One Trailer Unit from HMI Company, lowest and best bidder, in the not-to-exceed amount of \$47,102.14.

**R2023-79**

**A RESOLUTION APPROVING THE PURCHASE OF ONE (1) HMI MUDJACK MACHINE ALL-IN-ONE TRAILER UNIT FROM HMI COMPANY IN THE NOT-TO-EXCEED AMOUNT OF \$47,102.14.**

**WHEREAS**, the FY2024 approved budget includes appropriations to purchase one (1) new mudjack machine; and

**WHEREAS**, the City issued Bid Number 23-017 for a Mudjack/Slab Lifting All-in-One Trailer Unit according to the City’s Purchasing Policy. Two bids were received. Staff recommends the purchase of one (1) HMI Mudjack Machine All-in-One Trailer Unit from HMI Company, lowest and best bidder, in the not-to-exceed amount of \$47,102.14.

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

**SECTION 1.** That this resolution approving the purchase of one (1) HMI Mudjack Machine All-in-One Trailer Unit from HMI Company in the not-to-exceed amount of \$47,102.14 is hereby approved.

**SECTION 2.** That the City Manager, Assistant City Manager, City Clerk, or other appropriate official of the City is hereby authorized to take such actions or execute any documents or instruments necessary to carry out the intent of this Resolution.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri



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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

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

---

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



Quote

HMI  
 4466 Custer Street  
 Manitowoc, WI 54220  
 (800) 626-2464

User ID: nick  
 Order Number: 0056994  
 Order Date: 6/13/2023

Customer Number: 0182823

**Quoted To:**

City of Belton, MO Public Works Department  
 700 Seabee Rd.  
 Belton, MO 64012

Thank you for your interest in HMI Products.

USA United States

**Confirm To:**  
 Klayton Turnbow

Customer P.O.	Ship VIA	F.O.B.	Terms
			No Terms

Item Code	Unit	Ordered	Back Order	Price	Amount
MMT16-12 Mini Mudjacking Tri, 16' 12 CF with Material Bin and Mixer	EACH	1.0000	0.0000	25,500.00	25,500.00
<b>16' 14,000 GVWR trailer with 12 cubic foot mixer, pump storage area, and material bin</b>					
1VPJ	EACH	1.0000	0.0000	18,000.00	18,000.00
<b>Single cylinder Versa Pump with Joystick steering</b>					
8325	EACH	2.0000	0.0000	1,165.07	2,330.14
<b>Two 25' hose kits</b>					

Prices FOB 4466 Custer Street, Manitowoc, WI 54220.  
 Payments made via credit/debit cards are subject to a 2% transaction fee.

Net Order:	45,830.14
Less Discount:	0.00
Freight:	1,272.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>47,102.14</b>

# HMI

## Mini Mudjacking Trailer System

### Includes:

- Mini Mudjacking 16' trailer
- 8 cubic ft mixer
- Material bin
- HMI pump storage
- 14,000 lb axle rating

### Upgrades:

- 12 cu ft capacity mixer



### Complete your system with a HMI mudjacking pump:

#### - Versa Pump

Upgrades Available:  
Joystick steering  
Dual cylinder



#### - Power Pump

Upgrades Available:  
Joystick steering  
Dual cylinder



### When you purchase you will also receive:

- Discovery & Training Seminar
- HMI job bidding support
- Job shadowing opportunities
- HMI marketing support
- Customer service support

HMI Reserves the right to change prices at anytime without notice. Prices effective 7/2022

hmicompany.com 107

800-626-2464



## **R2023-80 MEMO**

**Title: Letter of Support for Hope Haven of Cass County**

**Agenda Date: July 25, 2023**

**Presented by: Joe Warren, City Manager**

---

Hope Haven of Cass County has served Cass County and surrounding areas since 1995 by providing a safe place for those affected by domestic and sexual abuse. Since 1995, over 16,000 individuals have been served.

Hope Haven is applying for an Emergency Solutions Grant from the Missouri Housing Development Commission and has asked the Belton City Council to provide a letter of support. With this grant, Hope Haven will be able to provide emergency shelter, rapid re-housing, and homeless prevention to those in immediate danger fleeing domestic and sexual abuse.

**R2023-80**

**A RESOLUTION PROVIDING A LETTER OF SUPPORT TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR HOPE HAVEN OF CASS COUNTY.**

**WHEREAS**, Hope Haven opened in 1995 to create a safe place to serve those affected by domestic and sexual abuse in Cass County and surrounding areas; and

**WHEREAS**, Hope Haven is applying for a Missouri Housing Development Commission Emergency Solutions Grant and has asked the Belton City Council for a letter of support; and

**WHEREAS**, with this grant Hope Haven will be able to provide emergency shelter, rapid re-housing, and homeless prevention to those fleeing domestic and sexual violence; and

**WHEREAS**, the City Council believes in the dedicated efforts Hope Haven provides to bring about positive change in the community.

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

**Section 1.** That the City Council hereby supports Hope Haven in their grant application by authorizing the Mayor to sign a letter of support herein attached as **Exhibit A**.

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

Duly read and passed 25<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
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, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



July 25, 2023

To whom it may concern,

I am writing this letter with immense enthusiasm and deep admiration to express our wholehearted support for Hope Haven, a remarkable organization that is making an indelible impact on the lives of individuals in our community who are experiencing domestic violence and sexual assault and facing significant challenges.

The City of Belton has had the privilege of witnessing firsthand the transformative work carried out by Hope Haven in addressing the pressing issue of domestic and sexual violence in our region. Their unwavering commitment to providing shelter, resources, and concentrative supportive services to those in need is truly commendable. The dedication and compassion exhibited by the team at Hope Haven have not only changed lives but has also instilled hope in those who have lost all sense of it.

The impact of Hope Haven's initiatives extends beyond the individuals they directly serve. By actively engaging with the community and forging partnerships with local businesses, educational institutions, and other nonprofits, Hope Haven is creating a collaborative ecosystem that drives positive change at multiple levels. Their efforts have not only reduced the visible presence of homelessness but have also helped to dispel misconceptions surrounding this issue, fostering greater understanding and empathy among community members.

On behalf of the City of Belton, I want to express our sincere appreciation for Hope Haven's dedication to supporting initiatives that bring about positive change in our community. We wholeheartedly endorse Hope Haven's grant application and stand ready to offer any additional information or support that you may require.

Thank you for considering this important request. Together, we can make a lasting difference in the lives of the marginalized and underserved.

Mayor Norman K Larkey, Sr.  
City of Belton Missouri  
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816.331.4331



## MEMO

**Title: M30 Drone Purchase**

**Agenda Date: July 25, 2023**

**Presented by: Scott Lyons, Police Chief**

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The Police Department has been operating sUAS (drones) since 2021. They cannot be upgraded and have reached their manufacturer's support life. Since 2021, many technological advancements have been made that will allow staff to purchase aircraft with greater integrated cameras, thermal capabilities, and longer flight time.

A cooperative bid from TIPS-USA will be used to purchase two new drones from Unmanned Vehicle Technologies (UTV) for a total of \$35,082.98. This purchase is budgeted in the FY24 budget (010-4400-495-7400). They will be used by the police and fire department. The current drones will be moved into a training role.