



**Agenda of the Belton City Council
Work Session & Regular Meeting
February 25, 2020 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. FY2021 Budget Work Session
 - 1. General Capital Fund (page 29) Fund 014
 - 2. Public Safety Sales Tax Fund (page 28) Fund 012
 - 3. General Fund (pages 2-27) Fund 010
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Savage
- VI. ROLL CALL
- VII. CONSENT AGENDA

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

 - A. **Motion approving the minutes of the February 11, 2020, City Council Public Hearing, Work Session & Regular Meeting, and the minutes of the February 19, 2020 Work Session.**

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- B. **Motion authorizing the Mayor to sign IRS Form 8038-G to report the lease purchase agreement through Municipal Asset Management, Inc. for High Blue Wellness Center equipment including, but not limited to, treadmills, stretch trainers, and strength equipment by the Park Board in the amount of \$113,796.00.**

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C. **Motion approving Resolution R2020-05**

A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.

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D. **Motion approving Resolution R2020-06**

A resolution reappointing Owen Buckley and Lynne Buckley to the Board of Directors of the Cedar Tree Community Improvement District.

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VIII. PERSONAL APPEARANCES

IX. POLICE DEPARTMENT PRESENTATION OF 2019 DEPARTMENTAL AWARDS
Recess for Reception in Honor of Award Recipients

X. ORDINANCES

A. Motion approving the final reading of Bill No. 2020-07

An ordinance of the City of Belton, Missouri amending Chapter 3 – Alcoholic Beverages, Chapter 15 – Offenses Involving Minors, and Appendix A – Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri.

B. Motion approving the first reading of Bill No. 2020-09

An ordinance approving the proposed Fiscal Year 2021 City Budget, as revised, and appropriating funds from the revenues of the City.

This ordinance approves the first reading to adopt the proposed Fiscal Year 2021 City Budget. The second reading is scheduled for March 10, 2020.

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C. Motion approving both readings of Bill No. 2020-10

An ordinance authorizing the Chief of Police to submit for grant applications to the Missouri Department of Transportation (MoDOT) Division of Highway Safety for 2020-2021.

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D. Motion approving both readings of Bill No. 2020-11

An ordinance authorizing the City Manager to execute the final Missouri Highways and Transportation Commission Cost Share Agreement with the City of Belton, Missouri substantially similar to the draft agreement included as Exhibit A for the Belton Route 58 and Powell Road Multimodal Traffic Relief Project.

This agreement must be executed by the City prior to March 1, 2020, so it can be included in the Mid-America Regional Council's Transportation Improvement Program.

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XI. RESOLUTIONS

XII. CITY COUNCIL LIAISON REPORTS

XIII. MAYOR'S COMMUNICATIONS

XIV. CITY MANAGER'S REPORT

March/April 2020 meetings

3/10 work session & regular meetings – 6:00 p.m.

3/24 work session & regular meetings – 6:00 p.m.

4/14 work session & regular meetings – 6:00 p.m.

4/28 work session & regular meetings – 6:00 p.m.

XV. OTHER BUSINESS

XVI. 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; to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

SECTION VII

A

**Minutes of the Belton City Council
Public Hearing, Work Session,
and Regular Meeting
February 11, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the public hearing to order at 6:03 p.m. to receive input on the proposed annual budget for fiscal year beginning April 1, 2020 and ending March 31, 2021.

Public Comments:

Susan Huffman, 509 Mark Lane. She sent in questions ahead of time (Exhibit A attached). Sheila Ernzen, Assistant City Manager and Finance Director, read her questions and answers.

Kirby Hall, 503 Madera Circle. He sent in questions ahead of time (Exhibit B attached). Ms. Ernzen read his questions and answers.

Brent White, 608 Mallory Dr. He had a question about the 12.5% sewer increase. Ms. Ernzen said the 12.5% increase is what Little Blue Valley is charging us. Our ordinance states we will increase the billed amount no less than we receive from our third party. Mr. White asked to see the Little Blue Valley invoice.

Councilmember Savage asked why Little Blue Valley is increasing the rate. Ms. Ernzen said it's for them to do significant improvement on their sewer/wastewater system. Councilmember Clark said since half of the City is serviced by our own wastewater facility, what are we using the 12.5% increase for. Ms. Ernzen said all citizens are charged the same rate. Belton uses the money to reduce its own I & I.

Kirby Hall, 503 Madera Circle. He said he received information from Inver Heights, MN that it didn't cost as much as Belton is proposing for a Police Chief search. James Person, Police Chief, said it was a figure he proposed. It may not cost that much in the end.

Ms. Ernzen said it is required by law for water and sewer user fees to be used for water and sewer. Councilmember Savage asked what a water bill pays for. Ms. Ernzen said salaries/benefits in the water and wastewater department; maintenance of pump stations, water towers, water meters, etc.

Ben Furman, 909 Winesap Court. He asked what the City is doing to reduce the water bill. He said the City could stop mailing out paper bills. Ms. Ernzen said our current system is too old to allow this, but we're looking at a new system next year that would allow this. The City is also looking at pay-as-you-go infrastructure improvements. This is less costly over time.

Stephanie Furman, 909 Winesap Court. She asked when the increases will stop. Ms. Ernzen said once we replace the lines with PVC pipe. Unfortunately, all the pipe is aging out at the same time.

Alexa Barton, City Manager, said anyone who is concerned with their bill should contact the Utilities Department and they can go over it with you. Our water meters can take hourly readings and it will help show when you're using more water than other times.

Robert Powell, 802 Main Street. We understand this will all be expensive. We are concerned that we don't know exactly where our money is going.

Andrea Coda, 16314 Harris Ave. She asked why is everyone getting the 12.5% increase on sewer when half of the City is not serviced by Little Blue Valley. Ms. Ernzen said the City is using the money to reduce our own I & I.

Brent White, 608 Mallory Dr. He asked how are we growing our community? Ms. Barton said our population has a slow, but steady increase. January was a record month for single family housing permits. We are also bringing people here through work force.

James Pryan, 1007 Red Court. He asked if any of our water bill ends up in the general fund. Ms. Ernzen said no. Mr. Pryan asked if the City gave away a fire hydrant last year to a private, for-profit business. Ms. Ernzen said all fire hydrants are part of the City infrastructure. It was not given to a private business.

Being no further business, Mayor Davis adjourned the public hearing at 7:27 p.m. and took a short recess.

Mayor Davis called the work session to order at 7:42 p.m.

Ms. Ernzen gave an overview of the special revenue funds in the FY2021 budget.

Being no further business, Mayor Davis adjourned the work session at 8:12 p.m. and called the regular meeting to order.

Councilmember Lathrop lead the Pledge of Allegiance to the Flag.

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

Councilmembers absent: Ryan Finn

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

CONSENT AGENDA

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

- approving the minutes of the January 28, 2020, City Council Work Session, Public Hearing & Regular Meeting.
- authorizing the purchase of Vehicle Mounted Life Safety Harness System Equipment for a total cost of \$6,618.20, for the Public Works Department.
- authorizing the purchase of 20 remote speaker microphones and 25 volume knob gaskets from Motorola Solutions for a total cost of \$7,498.25, for the Belton Fire Department.
- approving the January 2020 Municipal Division Summary Report for Municipal Court.
- approving Resolution R2020-03: **A resolution appointing Tom MacPherson to the Planning Commission.**
- approving Resolution R2020-04: **A resolution reappointing Patte' Klaus-Schreihofner to the University of Missouri Extension Council.**

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

ORDINANCES

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2020-05: **An ordinance approving the Final Plat for Traditions Villas - 1st Plat in the City of Belton; a tract of land located in the Southwest ¼ of Section 18-46n-32W, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

Ayes: 8 Mayor Davis, Savage, Davidson, Trutzel, VanWinkle, Lathrop, Peek, Clark

Noes: 0

Absent: 1 Finn

Bill No. 2020-05 was declared passed and in full force and effect as **Ordinance No. 2020-4552**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-07: **An ordinance of the City of Belton, Missouri amending Chapter 3 - Alcoholic Beverages, Chapter 15 - Offenses Involving Minors, and Appendix A - Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilmember Peek, seconded by Councilmember Lathrop. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2020-08: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget for the purpose of replacing the golf course irrigation pump control system.**

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

Ayes: 8 Mayor Davis, Clark, Davidson, Lathrop, VanWinkle, Savage, Peek, Trutzel

Noes: 0

Absent: 1 Finn

Bill No. 2020-08 was declared passed and in full force and effect as **Ordinance No. 2019-4553**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- February 22, Daddy-Daughter dance
- February 29, Memorial Station Gala for the log cabin
- Co-Ed volleyball starts in March

MAYOR'S COMMUNICATIONS

- 5 Guys ribbon cutting was last week
- DARE golf tournament is the first week of June

CITY MANAGER'S REPORT

February/March 2020 meetings

2/25 work session & regular meeting – 6:00 p.m.

3/10 work session & regular meeting – 6:00 p.m.

3/24 work session & regular meeting – 6:00 p.m.

There will be a special meeting and work session on February 19 at 1:00 p.m. to report on the Fire Department Feasibility study.

The new Public Works Director is here tonight, Greg Rokos.

At 8:31 p.m. Councilmember Trutzel moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed, and the meeting adjourned from there. Councilmember VanWinkle seconded. The following vote was recorded.

Ayes: 8 Trutzel, VanWinkle, Davidson, Lathrop, Mayor Davis, Savage, Peek, Clark

Noes: 0

Absent: 1 Finn

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

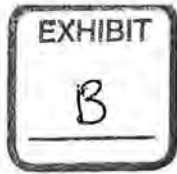
Andrea Cunningham, City Clerk

Mayor Jeff Davis



1. What is the City of Belton doing to lower the costs for water and sewer rather than increase them?
 - a. There are many factors that impact water and sewer rates for Belton customers. The city's current rates reflect substantial investments in increasing water capacity and water pressure for adequate fire protection and improvements to the City's wastewater treatment plant. Proposed rate increases will provide funding to replace aging water infrastructure and continued investment in reducing I & I to our wastewater system.
2. Line maintenance, hazard insurance and telephone increased substantially under wastewater.
 - a. The sewer line maintenance budget line item was increased to make repairs to the 166th/ Spring Valley sewer main in FY2021. The estimated cost to repair this sewer main is \$110,000.
 - b. A 10% increase in hazard insurance is budgeted annually. The FY2020 premiums totaled $\$46,619 + 10\% (\$4,661.90) = \$51,280.90$ rounded up to \$51,300.
 - c. The telephone budget stayed the same as compared to the FY20 budget. Both FY20 & FY21 are budgeted at \$25,000. The FY2020 department estimate is \$23,000. \$25,000 is a reasonable estimate for FY21. This line item includes funding for on-call staff cell phones, tablets, hot spots and land lines.
3. The City of Belton 2020 budget does not address the failing sewer systems which are also beyond their lifecycle. Has the City purchased the camera truck budgeted and reviewed the sewer system in the residential areas? Is the City going to continue with emergency repairs as the backups into homes and sinkholes keep happening? Is the City of Belton going to continue to allow untreated wastewater to seep into the ground from existing fractured sewer lines? I noticed that the 2021 budget for sewer line maintenance increased from \$75,000 to \$220,000 for a 193% increase.
 - a. The FY2020 and FY2021 wastewater budget include significant investments to stabilize our streambanks and reduce inflow & infiltration of storm water into the City's sewer system. The extra I & I impacts our wastewater system by increasing the volume of waste processed.
 - b. The City purchased the camera truck in October 2019 and is spending a significant amount of time inspecting and reviewing the sewer system through out the City, including in residential areas.
 - c. The City will continue making emergency repairs to sewer lines, as needed. The funding for this is included in the sewer line maintenance budget line item. Sink hole repairs from collapsing storm water pipes are funded by the Street fund. Sewer fees collected from customers can only be used to maintain the City's sanitary sewer (wastewater) system, these fees cannot be used for the City's storm sewer system.
 - d. The City is investing a significant amount of money into reducing I & I through sewer line inspections, lining sewer line interceptors and repairing collapsed pipes. Our sewer lines are not pressurized meaning that wastewater flowing through the pipes is not seeping into the ground through cracks in the lines.
 - e. The \$220,000 for sewer line maintenance includes \$110,000 to make repairs to the 166th/ Spring Valley sewer main and an additional \$110,000 for general maintenance and repairs for lines that have failed.

4. Health insurance rates have increased more than 2.6% and retirement has increased more than 1%. Under Administration, retirement increased 57.4%, Salaries increased 13.9% and health insurance increased 26.8%. Public Works salaries increased 24.6%, Health by 53.9% and retirement by 75.4%. Police health insurance rate increased by 5.4%. There are other examples as well. These were compared using 2019 Actual to 2021 proposed.
 - a. FY2019 actual expenses take into account savings from employee turnover that actually occurred during FY2019. When employees leave, there is often times a short time of vacancy in positions as the City goes through the hiring process saving money on salaries. New employees have a waiting period of approximately 90 days before they are eligible for insurance benefits and six months before they are eligible for retirement benefits. Every year the City's budget includes a full year of salaries and benefits for each approved position.
5. Has the City of Belton considered that more storefronts do not necessarily mean the right mix that would generate the most sales tax?
 - a. The City doesn't decide the storefronts that choose to locate in the City. Business owners are private individuals and corporations who make their decisions based on their own criteria and local demand. While the City has welcomed many new businesses to our City in the last few years, the reality is that on-line sales are significantly reducing the City's available sales tax revenues.



Andrea Cunningham

From: Sheila Erzen
Sent: Wednesday, February 12, 2020 9:09 AM
To: Andrea Cunningham
Subject: RE: Public Hearing on the Proposed Budget Annual Budget beginning April 1, 2020

From: Kirby Hall <khall16739@gmail.com>
Sent: Tuesday, February 11, 2020 4:41 PM
To: Lorrie Peek <lpeek@belton.org>; Stephanie Davidson <sdavidson@belton.org>
Cc: Jeff Davis <jdavis@belton.org>; Ryan Finn <rfinn@belton.org>; David Clark <dclark@belton.org>; Chet Trutzel <ctrutzel@belton.org>; Dean Vanwinkle <dvanwinkle@belton.org>; Gary Lathrop <glathrop@belton.org>; Tim Savage <tsavage@belton.org>; Alexa Barton <ABarton@belton.org>; Sheila Erzen <sernzen@belton.org>
Subject: Public Hearing on the Proposed Budget Annual Budget beginning April 1, 2020

Ms. Peek and Ms. Davidson,

As representatives for Ward 3, where I reside, I wanted to address comments to you regarding the proposed annual budget. Hopefully, I will have the opportunity to make these comments in person this evening. In any event, I wanted to share these thoughts with you.

1. I was very surprised to learn that cities apparently have the capability to add fees to utility prices. From documents on the city's website, I was able to see that additional fees have been added to water and sewer rates above and beyond what is being charged to Belton by the supplier, Kansas City.

Cities are able to charge the fee amount that will cover the cost of providing the service.

2. Our rates for combined water and sewer services are substantially higher than either of our two closes neighbors (Raymore and Grandview).

The City of Belton's fees for water and sewer are based on the cost of providing those services to our customers. The City of Belton has recently made substantial investments to increase water capacity and water pressure for adequate

fire protection and also made significant improvements to the City's wastewater treatment plant. The proposed rate increase to water will provide funding to replace aging water infrastructure, replacing asbestos and cast iron pipe.

3. I have seen in documents on your website that the reserve in the water and/or sewer account is at or above \$2,000,000.00.

The Water and Wastewater funds each have less than 3 months of operating expenses in reserve.

The Wastewater fund is expected to have a cash carryover of \$8.1 million to begin FY21. Only \$1.1 million is not allocated and can be used in case of an emergency or natural disaster on sewer costs (3 months of operating expenses is \$1.3 million). \$2.9 million is restricted for debt service, \$4.1 million is restricted for capital outlay and equipment replacement.

The Water fund is expected to have a cash carryover of \$6.5 million to begin FY21. Only \$1.1 million is not allocated and can be used in case of an emergency or natural disaster on water costs (3 months of operating expenses is \$1.4 million). \$4.2 million is restricted for debt service, \$1.2 million is restricted for capital outlay and equipment replacement.

4. I would have expected that replacement of aging water and/or sewer infrastructure would be accomplished with funds generated from bond sales since these improvement have such a long life span. Although, I admit that I do not know if the City has reached its bonding capacity.

The City issued debt to make improvements to the wastewater treatment plant and to increase water capacity and water pressure for adequate fire protection. \$17.63 of every water and sewer bill goes to pay the principal and interest on these debt issues.

5. Over the years, I have observed regulatory agencies overseeing utility companies, such as Evergy and its predecessor KCP&L, seeking rate increases. I naively assumed that such oversight covered water as well because water is even more crucial to life support than electricity. Hence, the city's ability to increase fees for water and sewer services simply by a majority vote of nine elected representatives surprised me.

Utility rates must be based on the actual cost of providing the services to users.

6. I would like to see the actual costs charged by Kansas City for water in each of the past five (5) fiscal₁ years. Additionally, I would like to

see the revenues received from water and sewer payments received in each of those years. Then, I would like to see an accounting of the expenditures of the revenues in excess of the costs associated with water and sewer accounts for these five (5) years.

All of this information can be found on the City's website by reviewing the City's budgets.

7. Regarding the costs associated with consulting fees (\$50,000.00) and transition costs (\$170,000.00) associated with hiring an appointed Police Chief, I was again surprised. These appear high to me. Especially the transition costs. I have reached out to the Human Resources Director in a mid-western community (out-of-state) regarding the costs associated with their search for a Police Chief in the past few years. This community is roughly 10,000 people larger in population than Belton. When I receive that information (expected soon) I will share it with you.

The \$170,000 includes salary and benefits. The salary is budgeted at \$117K and benefits are \$53K.

I appreciate the opportunity to share my thoughts. I must admit that if I were looking to locate in the southern portion of the metro area, the costs of water and sewer would concern me.

Attached is information I prepared and shared with the homeowners in our subdivision.

Kirby Hall
503 Madera Circle
Belton, MO 64012-3344

**Minutes of the Belton City Council
Work Session
February 19, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 1:04 p.m.

Alexa Barton, City Manager, stated the Executive Session is not needed today. Therefore, there will not be a special meeting, only a work session.

Sheldon Gilbert and John Stoffer (via phone) with Emergency Services Consulting International gave a report on a cooperative services fire feasibility study. They presented collaboration and consolidation options between the City of Grandview Fire Department, the City of Belton Fire Department, South Metro Fire Protection District, West Peculiar Fire Protection District, Western Cass Fire Protection District, and Mount Pleasant Fire Protection District. (Exhibit A attached; full document available in the City Clerk's office) A consolidation would create a new Fire Protection District with all entities. It was also presented to consider consolidation of communications and dispatch through Kansas City.

Being no further business, the meeting was adjourned at 2:18 p.m.

Andrea Cunningham, City Clerk

Jeff Davis, Mayor

FEASIBLE OPTIONS FOR COLLABORATION/CONSOLIDATION

In this section, ESCI describes several strategies to consider for the future of the fire departments and districts involved in this study.

Option A: Continue with Status Quo

Obviously, continuing with the status quo and discontinuing efforts to pursue consolidation would be a feasible option. In this case, nothing changes, and the individual city fire departments and fire protection districts continue to function independently. The elected officials, organizational leadership, and other policymakers may determine that pursuing consolidation may not be financially viable, too complex, and/or potentially unsupported by the residents, taxpayer, and electorate of their respective jurisdiction. While continuing with the status quo would be the simplest approach, the potential for a more effective and efficient fire protection and EMS delivery system may not be realized.

Option B: Collaboration through an ICA

This option entails the development of an Interlocal Cooperation Agreement that would produce a combined administrative and functional collaboration among two or more of the existing fire departments—but not include an operational component. The advantages and disadvantages of this option have been described previously in this report.

In this case, it would *not* require all organizations in this study to participate. For example, it could begin with an ICA between South Metro FPD and West Peculiar FPD, or between the Belton Fire Department and Grandview Fire Department. The other fire departments/fire districts could subsequently participate in the ICA at a later time.

Implementation Process

- Decisions will need to be made among the leadership as to which jurisdictions would be willing to participate in a collaborative process through an ICA.
- The participating fire departments would need to identify those administrative and functional areas that could be combined to improve efficiency and organizational effectiveness.
- The most practical *Administrative* function would be leadership (Fire Chief and Assistant Fire Chief). Others, such as human resources, legal, and financial may not be feasible.
 - The leadership and policymakers should appoint both a Fire Chief and Assistant Fire Chief to oversee the various functions of the participating fire departments. Typically, these two positions are selected from among the current fire chiefs of the participating organizations. It will be critical the individuals selected for these positions have the requisite administrative and leadership skills to effectively implement and manage the process. Those appointed should not be selected based simply on their current position and rank.

- Potential *Functional* areas to consider for collaboration could include:
 - Fire Prevention (Life Safety) and public education programs.
 - Fire, EMS, and other training programs.
 - Joint EMS quality management/quality improvement programs.
 - Contract for a single Medical Director for all participating departments.
- Appoint representatives from the participating jurisdictions as members of a planning committee that would determine which functional areas to include, as well as all of the details to enable implementation (e.g., employee assignments; office facilities; SOGs and other work rules, etc.). These issues must be addressed prior to entering into a formal collaboration.
 - Identify the financial impact, if any, of Functional Collaboration, and determine the necessity of developing fair and equitable cost sharing among the participants.

This option could be the first step in a formal consolidation process. A collaborative process would not be without its challenges, but could lead to a better relationship among the participating organizations. Initially, an Operational Collaboration would probably not be feasible in the short-term until other issues were resolved (discussed later).

Option C: Formal Consolidation Strategies

As discussed previously in this report, there is more than one option to consider for achieving a legal and formal consolidation. The challenge is to determine which option to pursue, taking into account implementation costs; political issues; community support; taxpayer impact; support from fire department personnel and the bargaining units; and other issues.

Option C-1: Creation of a New Fire Protection District

One of the options would be to create a new FPD whose boundaries would encompass all of the municipal and fire district jurisdictions that chose to participate. This, however, would probably be the most complex and time-consuming of the options. Although feasible, it would likely *not* be the most practical choice.

Option C-2: Fire Protection District Consolidation

With a joint resolution of each district's Board of Directors, two or more current FPD's could begin engagement of the consolidation process. This would effectively create a new fire protection district, but would still require a detailed consolidation plan to address a substantial number of issues in operations, administration, finance, and more.

The logical choice for fire district consolidation would be a merger of the South Metro FPD and West Peculiar FPD. Of the two, SMFPD has the lower property tax rate. Should it be necessary for the new consolidated FPD to have the higher of the two rates, then it would require placing that on the ballot for approval by the electorate. Although Western Cass FPD and Mt. Pleasant FPD could be included in such a consolidation, their participation would be uncertain (discussed later in this report).

Once consolidation of the two districts was accomplished, the cities of Belton and Grandview, and the other FPDs (should they choose to participate) could petition the new fire protection district to annex their jurisdictions into the new FPD boundaries.

Option C-3: Annexation by a Current Fire Protection District

In this option, each of the participating fire protection districts and municipalities would petition a single existing FPD to extend its boundaries for annexation into the district. This option would be the most expeditious for accomplishing a legal consolidation. As with all of the options, this would not be without its challenges and issues.

Other Issues to Consider

Whatever option is selected, the policymakers and leaders will need to consider and address specific issues and concerns. The following addresses the primary issues identified by ESCI.

Mt. Pleasant & Western Cass Fire Protection Districts

Based on a number of interviews and other sources, all indications were that neither Mount Pleasant FPD nor Western Cass FPD would consider merging their jurisdictions into another organization if the result was an increase in the property tax rate for their residents.

WCFPD has the option of continuing with the status quo for fire protection and medical first-response services, but must also ensure that the District continues to receive emergency medical transport. In the case of MPFPD—who currently has no fire department or resources of its own—they must ensure that their community continues to have some form of fire protection, as well as medical transportation services.

Options to Consider for the Fire Districts

Mount Pleasant FPD

Should consolidation occur among the other jurisdictions, there may be a legal requirement for the new organization to honor the existing agreement with Mount Pleasant FPD. Ultimately, this will need to be determined after a review by legal counsel. Regardless of the legal review, ESCI recommends that fire protection and EMS transport services to MPFPD continue uninterrupted.

If at some point the existing agreement expires, or it becomes necessary to develop an agreement with the new organization, ESCI recommends that the costs to provide fire protection are negotiated at a rate that is fair and equitable to both organizations.

The residents of MPFPD are currently provided with EMS transport services from the Belton Fire Department at no direct cost to Mount Pleasant FPD—other than the fees charged to patients. As found in many communities, the amount of cash collected from EMS transports does not produce sufficient revenue to account for the cost of providing 24-hour ALS ambulance service.

ESCI believes that it is the responsibility of the MPFPD Board of Directors to ensure the residents of the District are provided with all necessary emergency services—including EMS transport. ESCI recommends:

- It is recognized that MPFPD does not receive substantial amount of property tax revenue. However, any future agreements should include some level of reimbursement to account for at least a portion of the costs to provide EMS transport services.
- If this occurs, such an agreement should include language that requires MPFPD to be part of the overall EMS delivery system, and that EMS calls within the District receive the same priority as any other EMS call in the new consolidated jurisdiction.

Should MPFPD elect not to provide some reimbursement for EMS transport services, then the dispatch policy of the new organization should require that EMS incidents occurring within the new jurisdiction receive priority over those within the Mount Pleasant FPD. This would only be fair to the taxpayers in the new consolidated jurisdiction that would be paying the full costs of EMS transport services.

Village of Loch Lloyd

As discussed earlier in this report, the Village of Loch Lloyd has previously expressed interest in having the City of Belton build a fire station near their community (one suggestion has been to place it somewhere near the intersection of East 171st Street and Holmes Road).

The Village of Loch Lloyd is located within the Mt. Pleasant Fire Protection District boundaries. However, since it is an incorporated community, the Village could submit a petition for annexation into the new FPD. However, this may not be legally accomplished during an initial consolidation process, as its location is not contiguous with any of the other fire districts beyond MPFPD—but does border the City of Belton. Therefore, Loch Lloyd would probably need to initiate the petition process once the initial consolidation is completed, and so long as Belton is included (an opinion by legal counsel should be sought on this issue).

With regard to the construction and staffing of a new fire station, both historical and projected service-demand in that area does not presently indicate a need. Construction, maintenance, and operation of a new station would be cost-prohibitive and unwarranted, based on ESCI's analyses. Belton Fire Station #1 is located about 4.5 miles southeast of Loch Lloyd, with an estimated travel time of about 8–9 minutes.

Western Cass FPD

Should Western Cass FPD choose not to participate in a consolidation process, the District should consider other options to ensure their community has reliable access to emergency services. In this case, ESCI recommends WCFPD consider the following:

- The District should participate, with the other jurisdictions, in exploring and participating in consolidating emergency communications and dispatch services (describe in more detail later).
- Consider participating in the previously described Administrative Collaboration (but not the Functional Collaboration).
 - Because of its lack of personnel, WCFPD would have little or nothing to contribute to a Functional Collaboration.

- If a formal consolidation process occurs, WCFPD should consider contracting with the new organization for fire protection, medical first-response, emergency medical transport, and other emergency services.
 - Concerning emergency medical transport, the same issues would apply to WCFPD as described in the section regarding the Mt. Pleasant FPD.
- In cooperation with a new consolidated organization, WCFPD should explore the potential and cost for enhanced emergency services to the District. For example:
 - Assign a 10- or 12-hour two-person quick response unit (QRU) during daily peak-demand times at the WCFPD station nearest the area with the highest service demand.
 - The QRU should be in a wildland-type configuration capable of carrying a small booster tank with pumping capacity, and equipped with basic life support equipment and an automated external defibrillator (AED).
 - For WCFPD, data from 2017 indicated that the 12-hour period with the highest service-demand occurred between 1200–2400 hours (noon to midnight), representing nearly 64% of the call volume. The next busiest 12-hour period at WCFPD in 2017 occurred between 0800–1900 hours (8 am–7 pm), and accounted for 62% of the total service-demand.
 - During this same period, the majority of incidents occurred between Thursdays and Sundays, representing 67% of the service-demand of the District.

Consolidation of Emergency Communications & Dispatch Services

Regardless of which option is selected, ESCI recommends that all five of the fire departments/districts involved in this study jointly explore the feasibility of transferring communications and dispatch services to the Kansas City Fire Department Communications Center. This should be done using a collaborative approach, with the intent of *possibly* reducing the costs among the individual jurisdictions. This would require a detailed evaluation and careful planning, and include at least:

- Creation of a temporary communications committee comprised of representatives from each of the fire departments and KCFD.
- An analysis of the technological details and requirements necessary for the communications system to function adequately.
- Development of dispatch and operational policies and procedures.
- Identification of all technological, equipment, and other costs related to transferring services to KCFD; including how the costs would be shared among each of the jurisdictions.
- After determining the costs of technological implementation, negotiate the fee structure for services with the KCFD Communications Center.

Records Management Systems

Four of the five fire departments in this study utilize ImageTrend® as their records management systems to document incidents and other information, with the fifth using ESO Solutions® for their RMS. One of the challenges in this study has been the numerous flaws in the incident data provided by all of the study participants, which prevented ESCI from conducting a number of the various data analyses.

If the jurisdictions move forward with consolidation, the participating fire departments should work cooperatively to determine a single RMS that could interface with the CAD system. At a minimum, the RMS should include the ability to document all incident types; patient-care records; personnel management; training records; occupancies and inspections; and fire and arson investigations.

ESCI Recommendation on Consolidation

If a formal consolidation process is implemented, ESCI recommends *Option C-3: Annexation by a Current Fire Protection District*. However, a number of issues should be addressed prior to moving forward with this process. This will be discussed in detail later in the report.

ESCI concludes that the South Metro Fire Protection District is in the best position for extending its boundaries through the annexation of the other jurisdictions. It must be emphasized that this does not suggest that SMFPD is better than any of the other fire departments, fire districts, or their personnel—only that South Metro is the most suited to implement this option, and may have the most likelihood for a successful consolidation.

Other Recommendations

During this study, ESCI made substantial observations of each of the participating fire departments. The following section is a list of recommendations for improvement. Some of these can be applied to a potential consolidation, while others may be applicable to a fire department or group of the participating fire departments.

- Each department should publish an annual report of its service-demand, prevention activities, and other relevant information.
- The Western Cass Fire Protection District should create and implement departmental policies and standard operating guidelines.
- Each department should establish a more robust, cohesive, and engaging social media presence.
 - SMFPD should combine their social media accounts, and ensure independent accounts are managed consistent with department expectations.
 - Each fire department should establish social media policies.
 - Consider publishing and distributing community newsletters to be distributed quarterly; this will be especially important if the consolidation process is going to move forward.
- Consider consolidating resources for additional contract-maintenance services, such as hose testing, SCBA maintenance, and atmospheric monitoring calibration and repair.
- WCFPD and WPPFD should implement medical exams for newly hired firefighters and others that may be assigned to emergency operations and risk management (i.e., fire prevention).
 - These individuals should undergo periodic medical exams.
- WPPFD should reduce the consecutive-hour threshold significantly (no more than 72 hours for full-time employees, and no more than 48 hours for part-time employees).

SECTION VII

B

Municipal Lease and Option Agreement, Dated February 10, 2020

Accepted by Lessor:
Municipal Asset Management, Inc. 25288 Foothills Drive, North Golden, CO 80401
By:
Name: Paul E. Collings
Title: President
Date:

Agreed to by Lessee:
City of Belton, Missouri 16400 North Mullen Road Belton, MO 64012
By:
Name:
Title:
Date:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Municipal Lease and Option Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the date of acceptance of the Property by Lessee and continue through the end of the Lessee's current fiscal year and, unless terminated as set forth in this Lease, shall be automatically renewed on a year-to-year basis for the number of fiscal years (or partial fiscal years) necessary to comprise the lease term as set forth in Property Schedule 1. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule, subject to Lessee's right to terminate as herein provided. The parties acknowledge and agree that the rent shall be allocated and divided among (i) the capital cost required to purchase the Property, and (ii) the amount included in the rent payment as interest, each as set forth in the Property Schedule 1. A portion of each rent payment is paid as and represents the payment of interest as set forth in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: To the extent permitted by law, any unpaid Lease Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect, (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder, (c) All legal requirements have been met, and procedures have been

followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate, and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. No such assignment shall be effective as against the Lessee until the Lessor or its assignee shall have filed with the Lessee written notice of assignment identifying the assignee.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule 1 to Municipal Lease and Option Agreement

This **Property Schedule** is entered into pursuant to Municipal Lease and Option Agreement dated as of February 10, 2020 between Lessor and Lessee.

1. **Interpretation.** The terms and conditions of the Municipal Lease and Option Agreement (the "Agreement") are incorporated herein.
2. **Property Description.** The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. **Term and Payments.** Lease Term and Lease Payments are per the table below. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule on any Payment Date by paying the Purchase Price shown in the table below, plus any other amounts due and owing at the time of prepayment.
4. **Property Cost.** The total acquisition cost of the Property is \$113,796.00

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price*
		113,796.00				
1	9-May-20	111,698.51	2,679.90	582.41	2,097.49	Not Available
2	9-Jun-20	109,590.29	2,679.90	571.68	2,108.22	Not Available
3	9-Jul-20	107,471.28	2,679.90	560.89	2,119.01	112,862.64
4	9-Aug-20	105,341.42	2,679.90	550.04	2,129.86	110,511.92
5	9-Sep-20	103,200.66	2,679.90	539.14	2,140.76	108,154.35
6	9-Oct-20	101,048.95	2,679.90	528.19	2,151.71	105,789.90
7	9-Nov-20	98,886.22	2,679.90	517.17	2,162.73	103,418.55
8	9-Dec-20	96,712.43	2,679.90	506.11	2,173.79	101,040.29
9	9-Jan-21	94,527.51	2,679.90	494.98	2,184.92	98,655.09
10	9-Feb-21	92,331.41	2,679.90	483.80	2,196.10	96,262.93
11	9-Mar-21	90,124.07	2,679.90	472.56	2,207.34	93,863.80
12	9-Apr-21	87,905.43	2,679.90	461.26	2,218.64	91,457.67
13	9-May-21	85,675.44	2,679.90	449.91	2,229.99	89,044.52
14	9-Jun-21	83,434.03	2,679.90	438.49	2,241.41	86,624.34
15	9-Jul-21	81,181.15	2,679.90	427.02	2,252.88	84,197.09
16	9-Aug-21	78,916.74	2,679.90	415.49	2,264.41	81,762.77
17	9-Sep-21	76,640.75	2,679.90	403.90	2,276.00	79,321.34
18	9-Oct-21	74,353.10	2,679.90	392.25	2,287.65	76,872.79
19	9-Nov-21	72,053.74	2,679.90	380.54	2,299.36	74,417.11
20	9-Dec-21	69,742.62	2,679.90	368.78	2,311.12	71,954.26
21	9-Jan-22	67,419.67	2,679.90	356.95	2,322.95	69,484.22
22	9-Feb-22	65,084.83	2,679.90	345.06	2,334.84	67,006.99
23	9-Mar-22	62,738.04	2,679.90	333.11	2,346.79	64,522.52
24	9-Apr-22	60,379.24	2,679.90	321.10	2,358.80	62,030.81
25	9-May-22	58,008.36	2,679.90	309.02	2,370.88	59,531.84
26	9-Jun-22	55,625.35	2,679.90	296.89	2,383.01	57,025.57
27	9-Jul-22	53,230.14	2,679.90	284.69	2,395.21	54,512.00
28	9-Aug-22	50,822.67	2,679.90	272.43	2,407.47	51,991.09
29	9-Sep-22	48,402.88	2,679.90	260.11	2,419.79	49,462.83
30	9-Oct-22	45,970.71	2,679.90	247.73	2,432.17	46,927.20
31	9-Nov-22	43,526.09	2,679.90	235.28	2,444.62	44,384.17
32	9-Dec-22	41,068.96	2,679.90	222.77	2,457.13	41,833.72
33	9-Jan-23	38,599.25	2,679.90	210.19	2,469.71	39,275.84
34	9-Feb-23	36,116.90	2,679.90	197.55	2,482.35	36,710.49
35	9-Mar-23	33,621.85	2,679.90	184.85	2,495.05	34,137.66
36	9-Apr-23	31,114.03	2,679.90	172.08	2,507.82	31,557.33
37	9-May-23	28,593.37	2,679.90	159.24	2,520.66	28,969.47
38	9-Jun-23	26,059.81	2,679.90	146.34	2,533.56	26,374.07
39	9-Jul-23	23,513.29	2,679.90	133.38	2,546.52	23,771.09
40	9-Aug-23	20,953.73	2,679.90	120.34	2,559.56	21,160.52

41	9-Sep-23	18,381.07	2,679.90	107.24	2,572.66	18,542.34
42	9-Oct-23	15,795.25	2,679.90	94.08	2,585.82	15,916.52
43	9-Nov-23	13,196.19	2,679.90	80.84	2,599.06	13,283.05
44	9-Dec-23	10,583.83	2,679.90	67.54	2,612.36	10,641.89
45	9-Jan-24	7,958.10	2,679.90	54.17	2,625.73	7,993.03
46	9-Feb-24	5,318.93	2,679.90	40.73	2,639.17	5,336.44
47	9-Mar-24	2,666.25	2,679.90	27.22	2,652.68	2,672.11
48	9-Apr-24	0.00	2,679.90	13.65	2,666.25	0.00
TOTALS			128,635.20	14,839.19	113,796.00	

* Purchase Price after the current lease payment has been made.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Municipal Asset Management, Inc.
By:
Name: Paul E. Collings
Title: President

Lessee: City of Belton, Missouri
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT A

Property Description

New Equipment for Recreation Center including but not limited to Treadmills, Stretch Trainers, and Strength equipment.

Quantity	Product Description
	<u>Matrix Product</u>
5	Matrix 7Xi Treadmills, 120V (Upstairs)
2	Matrix S-Drive Treadmills Performance Trainers Power(MX4 RM)
1	Matrix MG-A541 3-Tier DB Rack w/saddles (MX4 RM) Matrix 2
2	Shelf Mobil Carts (1 upstairs, 1 SR Room)
1	Matrix 3 Shelf Mobil Cart (Aerobics Room)
1	Mega Power Rack 8' MG-MR47 w/landmine Attch (Garage)
1	MRP4794 Solid Rubber Surface Power Platform (Garage)
1	MG-PL71 Hack Squat(Garage)
1	MG--C895 3-Way Olympic Bench (Garage)
1	Set Xult Multi-sided Urethane Dumbbells 5-100lbs, 5lb inc. (G)
1	Xult or Texas Power Bar 7' Olympic (Garage)
2	Xult 45lb Premium Urethane Training Plates (Group TR)
	Matrix Total Delivered Setup
	<u>Flooring Rubber and Turf:</u>
1	8mm Ecore Puzzle Tile, Estimated 400 SF Estimated Freight and Install (MX4 RM)
2	Rolls 51' in Length by 12' of Sporturf Combat Turf (Outside)
4	4/5 gallon containers of Epoxy Freight on Turf
Notes:	Customer responsible for install or contact Rhino Fitness.
	<u>Stretch Trainers:</u>
1	True 800SS Club Stretch Trainer (Upstairs)
2	Motive Total Stretch Trainers 200 (Upstairs)
1	Freight and Install on Stretch Trainers
	<u>Misc Products: Sissy</u>
1	Squat Allowance
1	Rogue 124lb Kettlebell, Group TR
1	Rogue 106lb Kettlebell, Group TR
1	Rogue Multi-Grip Bar (Football Bar) Group TR
1	Rogue Log Bar8" round, Group TR
1	Drop Ship Misc Products listed Matrix Xult
2	80lb Hvy Bags w/attachment Octane Xride
3	XR6000 Std Consoles w/TV's Octane
1	Delivered and Setup

More fully described in the invoice(s) attached hereto and made a part hereof, including all present and future attachments, accessions, additions, substitutions and all proceeds thereof.

EXHIBIT B
Certificate of Acceptance to Municipal Lease and Option Agreement

This **Certificate of Acceptance** is pursuant to Municipal Lease and Option Agreement dated as of February 10, 2020 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: City of Belton, Missouri
By:
Name:
Title:

Request for Certificate of Insurance

(Please fill out this form and fax it to your insurance company)

TO:
Insurance Company: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:

Customer/Lessee Name: City of Belton, Missouri

Contact Name:

Telephone Number:

Fax Number:

City of Belton, Missouri is in the process of financing certain equipment from Municipal Asset Management, Inc. In order to facilitate this transaction, **please submit a Certificate of Insurance to:**

Municipal Asset Management, Inc. and its Assigns
25288 Foothills Drive North
Golden, CO 80401

City of Belton, Missouri requests that Municipal Asset Management, Inc. be listed as: "Municipal Asset Management, Inc. and its Assigns" and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to Municipal Asset Management, Inc. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, Municipal Asset Management, Inc. is to receive 30 days' prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

Municipal Asset Management, Inc.
Attention: Documents Administration
Fax Number: 303-273-9505
Phone Number: 303-273-9494

Please contact the person above if you have any questions. Thank you!

Notification of Tax Treatment

Municipal Asset Management, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to Municipal Asset Management, Inc.
- I have previously provided a completed exemption certificate to Municipal Asset Management, Inc. which is valid for this transaction.
- I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
- I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

Additional comments:

Lessee: City of Belton, Missouri
By:
Name:
Title:

INVOICE INSTRUCTIONS
(This information enables us to invoice you correctly.)

City of Belton, Missouri

BILL TO ADDRESS: 16400 North Mullen Road
Belton, MO 64012

BILLING CONTACT:

First, M.I. and Last Name:
Title:
Phone Number:
Fax Number:
E-mail:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____
Purchase Order Number:

FEDERAL TAX ID NUMBER: 44-6000137

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Belton, Missouri		2 Issuer's employer identification number (EIN) 44-6000137	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 506 Main Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Belton, MO 64012		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ▶		18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|---|------------|--|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions | 36a | |
| b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ | | |
| c Enter the name of the GIC provider ▶ _____ | | |
| 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | |
| 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information: | | |
| b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ | | |
| c Enter the EIN of the issuer of the master pool bond ▶ _____ | | |
| d Enter the name of the issuer of the master pool bond ▶ _____ | | |
| 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/> | | |
| 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/> | | |
| 41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information: | | |
| b Name of hedge provider ▶ _____ | | |
| c Type of hedge ▶ _____ | | |
| d Term of hedge ▶ _____ | | |
| 42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/> | | |
| 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/> | | |
| 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/> | | |
| 45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ | | |
| b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ | | |

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

SECTION VII

C

R2020-05

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SOFTWARE SUBSCRIPTION WITH OMNIGO SOFTWARE.

WHEREAS, the Belton Police Department, Fire Department and Jail have been using Omnigo Software as its software subscription service which contains all records pertaining to law enforcement and computer-aided dispatch for the City of Belton; and

WHEREAS, Omnigo Software is the selected PSAP Dispatch Center's vendor for this service for Cass County; and

WHEREAS, the funding source for this subscription is the Belton Police Department's, Belton Fire Department's and Municipal Jail's programming fund for the amount of \$57,432.96; and

WHEREAS, the City Council believes that the renewal of this software subscription from Omnigo Software to keep the records for the Belton Police Department, Belton Fire Department and Jail functioning properly is in the best interests of the City of Belton.

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

SECTION 1. That the City Council hereby authorizes the renewal of the Software Subscription with Omnigo Software, herein attached and incorporated as **Exhibit A** to this resolution.

SECTION 2. That this resolution shall be in full force and effect from and after the date of its passage approval.

Duly read and passed this _____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2020, and adopted at a regular meeting of the City Council held the ____ day of _____, 2020 by the following vote, to wit:

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: February 25, 2020
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Approval for payment of annual subscription of Jail, Records Management and Dispatch Interface from Omnigo Software for FY21 in the amount of \$57,432.96 is hereby requested.

PROPOSED CITY COUNCIL MOTION: A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.

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

The Police Department, Fire Department and Jail utilize software for records management, computer aided dispatch and jail management. This is a continuation of a subscription service which includes updates and maintenance service.

IMPACT / ANALYSIS:

The expenditures are in the budgeted amount for FY21.

FINANCIAL IMPACT

Contractor:	Omnigo Software
Amount of Request/Contract:	\$ 57,432.96
Amount Budgeted:	\$ Jail \$4,620.60 Police \$51,423.59
Funding Source:	\$ 4,620.60 010-3900-400-3015 \$51,423.59 010-3800-400-3015 \$ 1,388.77 010-3600-400-2015 Fire Department
Additional Funds	\$
Funding Source	
Encumbered:	\$-0-
Funds Remaining:	\$ Jail \$3,379.04 Police \$37,955.45

TIMELINE	Start: 4/1/2020	
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		
STAFF RECOMMENDATION:		
OTHER BOARDS & COMMISSIONS ASSIGNED:		
Date:		
Action:		

List of reference Documents Attached:

Omnigo Software Renewal Quote



Prepared By:
 Preparer Email:
 Quote Number:
 Created Date:
 Offer Valid Through:
 Subscription Start Date:

Shannon Dandridge
 Shannon.Dandridge@omnigo.com
 Q-12099-1
 1/31/2020 9:17 AM
 3/31/2020

Omnigo Software, LLC
 10430 Baur Blvd.
 Saint Louis, MO 63132 US
 www.Omnigo.com
 Phone: (800) 814-4843

Bill To
 BELTON POLICE DEPARTMENT (MO)
 Norman Shriver
 nshriver@beltonpd.org
 7001 East 163rd Street
 Belton, MO 64012
 United States

Ship To
 BELTON POLICE DEPARTMENT (MO)
 7001 East 163rd Street
 Belton, MO 64012
 United States

PRODUCT	DESCRIPTION	MONTHLY LIST PRICE	MONTHLY SALE PRICE	NUM OF MONTHS	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
Interface, Summons Import for Handheld Ticketwriter - Client Premise		\$81.12	\$81.12	12.0	1	\$973.44	\$973.44
Interface, NCIC REJIS - Client Premise		\$432.64	\$432.64	12.0	1	\$5,191.68	\$5,191.68
Enterprise Framework - Client Premise		\$470.23	\$470.23	12.0	1	\$5,642.71	\$5,642.71
Workstation / Mobile Map (web based) - Client Premise		\$40.56	\$40.56	12.0	1	\$486.72	\$486.72
License & Registrations - Client Premise		\$100.86	\$100.86	12.0	1	\$1,210.31	\$1,210.31
Law Enforcement Records Management - Client Premise		\$780.64	\$780.64	12.0	1	\$9,367.74	\$9,367.74
Interface, MO Accident (STARS 2012 - electronic submission) - Client Premise		\$92.48	\$92.48	12.0	1	\$1,109.72	\$1,109.72
Jail Management - Client Premise		\$385.05	\$385.05	12.0	1	\$4,620.60	\$4,620.60
Mobile License - Client Premise		\$104.64	\$104.64	12.0	20	\$25,114.75	\$25,114.75
Interface, Livescan - Sagem Morpho - Client Premise		\$80.04	\$80.04	12.0	1	\$960.46	\$960.46
Regional Data Sharing - Client Premise		\$0.00	\$0.00	12.0	1	\$0.00	\$0.00
Asset / Fleet Management - Client Premise		\$113.84	\$113.84	12.0	1	\$1,366.06	\$1,366.06
Interface, ImageTrend EMS/Fire - Client Premise		\$115.73	\$115.73	12.0	1	\$1,388.77	\$1,388.77
Interface, MO Accident (STARS 2012 - print submission) - Client Premise		\$0.00	\$0.00	12.0	1	\$0.00	\$0.00
Interface, MO Incident Based Reporting - Client Premise		\$0.00	\$0.00	12.0	1	\$0.00	\$0.00
					TOTAL	\$57,432.96	\$57,432.96

*Total price and grand total shown is first year of subscription, plus any one-time services.

SECTION VII

D

R2020-06

A RESOLUTION REAPPOINTING OWEN BUCKLEY AND LYNNE BUCKLEY TO THE BOARD OF DIRECTORS OF THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT.

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

WHEREAS, the Cedar Tree CID was established November 24, 2015, by Ordinance No. 2015-4155, as a political subdivision of the State of Missouri, pursuant to the Community Improvement District Act; and

WHEREAS, Owen Buckley's term will expire October 12, 2020; his four (4) year reappointment to the Cedar Tree CID has been recommended by the Board of Directors to the Mayor; and

WHEREAS, Lynne Buckley's term will expire October 12, 2020; her four (4) year reappointment to the Cedar Tree CID has been recommended by the Board of Directors to the Mayor.

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

SECTION 1. That the reappointment of Owen Buckley and Lynne Buckley as members of the District's Board of Directors is approved, each to serve a four (4) year term or until their successor(s) is duly appointed. The following named individuals constitute the Cedar Tree CID Board of Directors:

<u>NAME</u>	<u>TERM</u>
Kelly Fischer	October 12, 2022
Tom O'Leary	October 12, 2022
Carolyn Yatsook	October 12, 2022
Owen Buckley	October 12, 2024
Lynn Buckley	October 12, 2024

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

Duly read and passed this 25th day of February, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25th day of February, 2020, and adopted at a regular meeting of the City Council held the 25th day of February, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2020-9

NOMINATION OF SUCCESSOR DIRECTORS

WHEREAS, by Ordinance No. 2015-4155, adopted and approved on November 24, 2015 (the "Approving Ordinance"), the City council approved a certain petition dated September 28, 2015 (the "Petition") and established the Cedar Tree Community Improvement District (the "District") as a political subdivision of the State of Missouri, all pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act");

WHEREAS, the CID Act and the Petition provides for the Mayor to appoint Successor Directors of the CID, with the consent of the City Council; and

WHEREAS, Owen Buckley and Lynne Buckley's terms as members of the CID's Board of Directors (the "Board") will expire on October 12, 2020, and in accordance with the Petition, the Board hereby submits to the Mayor nominations for Successor Directors, in accordance with the qualifications set forth in the Petition.

NOW, THEREFORE, BE IT RESOLVED as follows:

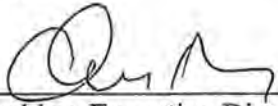
Section 1. The Board of Directors hereby submits to the Mayor and the City Council the following nominees to serve as Successor Directors of the CID:

(a) Owen Buckley, to serve a four-year term with said term expiring on October 12, 2024.

(b) Lynne Buckley, to serve a four-year term with said term expiring on October 12, 2024.

Section 2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Cedar Tree Community Improvement District on February 6, 2020.



Owen Buckley, Executive Director

SECTION X

B

BILL NO. 2020-09

ORDINANCE NO.

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2021 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

WHEREAS, Section 12.5 of the Charter of the City of Belton, Missouri requires the City Council to adopt a budget for the city on or before the last day of the month of the fiscal year currently ending for the next fiscal year; and

WHEREAS, the Director of Finance published the public hearing notice in the Cass County Democrat Missourian on January 24, 2020, stating the times and places where copies of the message and budget were available for inspection by the public and the date and time of the public hearing before the City Council; and

WHEREAS, the public hearing before the City Council was held February 11, 2020, at 7:00 pm.

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

Section 1. That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2020, and ending March 31, 2021, as submitted by the City Manager on January 14, 2020, and as revised by the City Council, is hereby approved.

Section 2. That all budgeted revenues in excess of budgeted expenses in any fund be appropriated to the fund's Rainy Day budgetary line item.

Section 3. That any future budget amendments shall be approved by ordinance of the City Council.

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

READ FOR THE FIRST TIME: February 25, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION X

C

BILL NO. 2020-10

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT FOR GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) DIVISION OF HIGHWAY SAFETY FOR 2020-2021.

WHEREAS, the Police Department has participated in the Department of Transportation Highway Safety Grant for the past several years, promoting traffic safety; and

WHEREAS, the Chief of Police is hereby authorized to submit applications for annual Missouri Department of Transportation (MoDot) for Highway Safety grant funds totaling \$17,075.00; and

WHEREAS, the FY21 proposed budget of \$17,075.00 has been scheduled for the traffic grant fund. The grants will pay 100% overtime; and

WHEREAS, the City Council believes it is in the best interest of the citizens of Belton to participate in these public and highway safety grant opportunities.

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

- Section 1.** That the City Council hereby authorizes and approves the Missouri Department of Transportation Safety Grants, herein attached and incorporated as Exhibit A to the Ordinance, for the grants being administered by the Belton Police Department.
- Section 2.** That the Chief of Police is authorized to submit the grant applications to the Missouri Department of Transportation, Division of Highway Safety.
- Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: February 25, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: February 25, 2020
 ASSIGNED STAFF: James R. Person
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: The Belton Police Department is applying for two Missouri Department of Transportation Highway Safety Grants for a total of \$17,075.00.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing the Chief of Police to apply to Missouri Department of Transportation for Highway Safety Grant funds totaling \$17,075.00.

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

Annually the Police Department applies to MoDOT Highway Safety for the traffic grant fund. These grants will pay 100% of the overtime.

IMPACT / ANALYSIS:

These funds have been scheduled in the FY21 budget for Missouri Department of Transportation Highway Safety Grant Revenue.

FINANCIAL IMPACT

Contractor:	State of Missouri - Missouri Department of Transportation
Amount of Request/Contract:	\$
Amount Budgeted:	\$ Currently scheduled for \$17,075.00
Funding Source:	Highway Safety Grant funds
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Grant Applications



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 2020 the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2020 through September 30, 2021**
(Application due by March 01, 2020)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency:	Belton Police Dept.	Agency ORI#:	MO0190200
Address:	7001 E. 163rd St.	Federal Tax ID#:	44600137
		DUNS #:	009487612
City:	Belton	State: MO	Zip: 64012-4614
		County:	Cass
Phone:	816-331-1500	Fax:	816-322-7057
Contact:	Sgt. John Baker	Email:	jbaker@beltonpd.org
Jurisdiction:	Urban	Jurisdiction Population:	23,175
Targeted Population:	All Drivers		

<p>Project activity for which your agency is requesting funding:</p> <p>Hazardous Moving Violation</p>

Project Title:	HMV Enforcement	Requested Amount:	\$9,975.00
Brief Description:	Hazardous Moving Violation Enforcement		

James R. Person

Authorizing Official

Authorizing Official Signature

Chief of Police

Authorizing Official Title

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 52 percent of fatalities and 45 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed-related.

Belton is an urban city south of Kansas City with an approximate population of 23,480 which is estimated to be grow to 23,598 by May 2019. The city covers 14.32 square miles with 286 lane miles which includes Interstate 49, Missouri Highway 58, and Route Y.

According to the Missouri State Highway Patrol Crash Statistics, there were 6,073 motor vehicle crashes investigated by all law enforcement agencies in Cass County from 2016-2018. Of those 2,067 were investigated by the Belton Police. During 2017 the city investigated 718 crashes, 619 in 2018, and 701 in 2019. In 2019 there were two (2) fatal crashes. One on Route Y involving an elderly woman with a medical condition and the other on Interstate 49 involving a drug impaired pedestrian.

During 2019 the months of May through August saw an increase as compared to 2018. Noticeable jumps were also seen during the week on Tuesday, Friday, and Saturday. A greater frequency was also seen during the periods of 8am - 11am and 9pm - midnight. Consistent with the population and traffic density the crashes occurred most often on Interstate 49 and Missouri Highway 58.

Cass County and the City of Belton, consistently have problems with speed involved crash. The following shows comparative analysis of where Cass County and the City of Belton rank, as compared to other cities and counties in Missouri:

Speed involved Crashes:
Cass County - 12 with 839
Belton - 36 with 209

Young drivers account for a large number of crashes as well with Cass County ranking 17th and Belton at 44.

As traffic safety is of high importance Belton Police conducted 6,306 traffic stops. The department issued a total of 4,818 citations of those were for 877 speeding, 67 DWI/DUI, 951 careless driving, 150 unlicensed drivers, 342 suspended/revoked drivers, 789 for no insurance, and 151 seatbelt and 25 child restraints.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 2.47 percent in aggressive driving related fatalities from 2013 to 2017, Missouri is projecting 350.0 five-year average aggressive driving related fatalities by December 31, 2020.

To attach the

To continue the downward trend of crashes. In 2017 the department investigated 916 crashes, 811 in 2018, and 777 in 2019. A different more flexible approach has been attempted during the 2019-2020 fiscal year in order to encourage participation during the staffing shortage. Since the election where the citizens approved more funding and included an increase in personnel a series of set backs increased the number of vacancies from 9 to 12. New officers have recently been added to patrol and as of this application an additional three (3) people have been hired and are attending a police academy.

PROJECT DESCRIPTION

The Belton Police Department will continue to focus attention on Interstate 49 and Missouri Highway 58 where the majority of the vehicle collision occur (see attached maps). The focused efforts are intended to bring the driver's attention back to the outside and ahead of their vehicle in the hopes of reducing the speed and distraction related crashes. The additional goal to help driver's increase their reactionary gap and thereby reduce the number of rear end collisions.

With the change in city ordinance making Belton one of the city's with a primary seat belt law this agency also wishes to continue it's educational efforts about the importance of seat belt usage .

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain. Since the hiring freeze this agency has obtained additional funding from a sales tax and has been authorized additional personnel beyond just those frozen positions. Since then this agency has slowly been able to increase the number of sworn officers.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. During the 2018-2019 fiscal year this agency did not spend all of its funding due to the manpower shortage.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16. DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	67
19 Total number of speeding citations written by your agency	780
20 Total number of HMV citations written by your agency.	1412
21 Total number of child safety/booster seat citations written by your agency.	25
22 Total number of safety belt citations written by your agency.	151
23 Total number of warnings issued.	2374

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	777
25 Total number of traffic crashes resulting in a fatality.	2
26 Total number of traffic crashes resulting in a serious injury.	208
27 Total number of speed-related traffic crashes.	209
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	58
30 Total number of alcohol-related traffic crashes.	57
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	16
33 Total number of unbuckled fatalities.	0
34 Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	37
36 Total number of commissioned patrol and traffic officers.	19

37 Total number of commissioned law enforcement officers available for overtime enforcement.	37
38 Total number of vehicles available for enforcement.	10
39 Total number of radars/lasers.	16
40 Total number of in-car video cameras.	10
41 Total number of PBTs.	10
42 Total number of Breath Instruments.	1

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.	
Crashes primarily occur on Interstate 49, Missouri Highway 58, and N. Scott Avenue.	
44 Enter the number of enforcement periods your agency will conduct each month.	4
45 Enter the months in which enforcement will be conducted.	
Enforcement should occur throughout the year.	
46 Enter the days of the week in which enforcement will be conducted.	
Tuesday - Thursday, Friday, and Saturday	
47 Enter the time of day in which enforcement will be conducted.	
0700 hrs - 0800 hrs	
48 Enter the number of officers assigned during the enforcement period.	2
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
None	

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Belton Police Department will continue to focus on Mo Highway 58 and Interstate 49. The focused efforts are intended to bring the attention of driver's back to the outside of the vehicles in the hopes of reducing speed and increasing reactionary gaps. The continuing goal is to reduce collisions in which the rear-end type collision is the result of following too closely, which is still a leading cause of collisions on those corridors.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Officer overtime	1	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00
					\$5,500.00	\$0.00	\$5,500.00
Training							
	Professional Development	LETSAC	5	\$575.00	\$2,875.00	\$0.00	\$2,875.00
	Professional Development	Blueprint Conference	4	\$400.00	\$1,600.00	\$0.00	\$1,600.00
					\$4,475.00	\$0.00	\$4,475.00
Total Contract					\$9,975.00	\$0.00	\$9,975.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	Word	Crash map for 2018.docx	01/29/2020
WORD	Word	Crash map for 2019.docx	01/29/2020



CITY COUNCIL AUTHORIZATION

On _____, 2020 the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2020 through September 30, 2021**

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2020)

Agency:	Belton Police Dept.	Agency ORI#:	MO0190200
Address:	7001 E. 163rd St.	Federal Tax ID#:	44600137
		DUNS #:	009487612
City:	Belton	State:	MO
		Zip:	64012-4614
		County:	Cass
Phone:	816-331-1500	Fax:	816-322-7057
Contact:	Sgt. John Baker	Email:	jbaker@beltonpd.org
Jurisdiction:	Urban	Jurisdiction Population:	23,175
Targeted Population:	Impaired Drivers		

<p>Project activity for which your agency is requesting funding:</p> <p>DWI Enforcement</p>
--

Project Title:	DWI Saturation Patrol	Requested Amount:	\$7,100.00
Brief Description:	DWI Saturation Patrol		

James R. Person

Authorizing Official

Authorizing Official Signature

Chief of Police

Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 24.2 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.4 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Belton is an urban city south of Kansas City with an approximate population of 23,480 which is estimated to be grow to 23,598 by May 2019. The city covers 14.32 square miles with 286 lane miles which includes Interstate 49, Missouri Highway 58, and Route Y.

According to the Missouri State Highway Patrol Crash Statistics, there were 6,073 motor vehicle crashes investigated by all law enforcement agencies in Cass County from 2016-2018. Of those 2,067 were investigated by the Belton Police. During 2017 the city investigated 718 crashes, 619 in 2018, and 701 in 2019. In 2019 there were two (2) fatal crashes. One on Route Y involving an elderly woman with a medical condition and the other on Interstate 49 involving a drug impaired pedestrian.

During 2019 the months of May through August saw an increase as compared to 2018. Noticeable jumps were also seen during the week on Tuesday, Friday, and Saturday. A greater frequency was also seen during the periods of 8am - 11am and 9pm - midnight. Consistent with the population and traffic density the crashes occurred most often on Interstate 49 and Missouri Highway 58.

Cass County and the City of Belton, consistently have problems with alcohol involved crash. The following shows comparative analysis of where Cass County and the City of Belton rank as compared to other cities and counties in Missouri:

Alcohol involved Crashes:
Cass County - 14 with 245
Belton - 28 with 57

Young drivers account for a large number of crashes as well with Cass County ranking 13th and Belton at 27. Alcohol young driver crashes for Cass County rank 11th with 35 crashes and Belton ranked 17th with 6 crashes. This is a trend of decreasing occurrences.

As traffic safety is of high importance Belton Police conducted 6,306 traffic stops. The department issued a total of 4,818 citations of those were for 877 speeding, 67 DWI/DUI, 951 careless driving, 150 unlicensed drivers, 342 suspended/revoked drivers, 789 for no insurance, and 151 seatbelt and 25 child restraints.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of .82 percent in alcohol-impaired driving involved fatalities from 2013 to 2017, Missouri is projecting 255.1 five-year average alcohol-impaired driving involved fatalities by December 31, 2020.

Other Performance Measure Goals

1. Decrease alcohol-impaired driving involved serious injuries by 4.59 percent annually, resulting in a five-year average alcohol-impaired driving involved serious injury goal of 485.5 by December 31, 2020.

Part of the overall goal is to reduce this agency's ranking. Most recent data from the MSHP shows Belton is still on an increase going from a ranking of 32 to 28. The goal is to decrease the city ranking. Since the last grant application the department has devoted considerable effort to filling patrol vacancies. As of this application six (6) positions are still needing to be filled.

PROJECT DESCRIPTION

The goal is to increase the number of alcohol related arrests through detection and apprehension of impaired motorists. A secondary goal is to deter drunk/impaired drivers through high visibility efforts. The goal is to be accomplished by focusing efforts during those times when occurrences of impaired drivers are more prevalent with saturation patrols .

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain:	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
Since the hiring freeze the agency has obtained additional funding from a sales tax and has been authorized additional personnel beyond just those frozen positions. Since then this agency has slowly been able to increase the number of sworn officers.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
During the 2018-2019 fiscal year this agency did not spend all of its funding due to the manpower shortage.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	67
19 Total number of speeding citations written by your agency.	780
20 Total number of HMV citations written by your agency.	1412
21 Total number of child safety/booster seat citations written by your agency.	25
22 Total number of safety belt citations written by your agency.	151
23 Total number of warnings issued.	2374

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	777
25 Total number of traffic crashes resulting in a fatality.	2
26 Total number of traffic crashes resulting in a serious injury.	208
27 Total number of speed-related traffic crashes.	209
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	58
30 Total number of alcohol-related traffic crashes.	57
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	16
33 Total number of unbuckled fatalities.	0
34 Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	37
36 Total number of commissioned patrol and traffic officers.	19

37 Total number of commissioned law enforcement officers available for overtime enforcement.	37
38 Total number of vehicles available for enforcement.	10
39 Total number of radars/lasers.	16
40 Total number of in-car video cameras.	10
41 Total number of PBTs.	10
42 Total number of Breath Instruments.	1

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.	
Crashes primarily occur on Interstate 49, Missouri Highway 58, and N. Scott Avenue	
44 Enter the number of enforcement periods your agency will conduct each month.	4
45 Enter the months in which enforcement will be conducted.	
Enforcement should occur throughout the year.	
46 Enter the days of the week in which enforcement will be conducted.	
Tuesday - Thursday, Friday, and Saturday	
47 Enter the time of day in which enforcement will be conducted.	
2000 - 0300	
48 Enter the number of officers assigned during the enforcement period.	2
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
None	

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

Evaluation of the project will come in the form of performance statistics and reporting. With the greatest indicators coming in the form of the number of DWI arrests and the number of impairment related crashes. The overall goal being to see an increase in DWI arrests and thereby increasing public awareness of Belton's commitment to roadway safety.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Officer Overtime	1	\$5,500.00	\$5,500.00	\$0.00	\$5,600.00
					\$5,500.00	\$0.00	\$5,500.00
Training							
	Professional Development	DWI Conference	4	\$400.00	\$1,600.00	\$0.00	\$1,600.00
					\$1,600.00	\$0.00	\$1,600.00
Total Contract					\$7,100.00	\$0.00	\$7,100.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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SECTION X

D

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT WITH THE CITY OF BELTON, MISSOURI SUBSTANTIALLY SIMILAR TO THE DRAFT AGREEMENT INCLUDED AS EXHIBIT A FOR THE BELTON ROUTE 58 AND POWELL ROAD MULTIMODAL TRAFFIC RELIEF PROJECT.

WHEREAS, the City of Belton, Missouri has partnered with the Missouri Department of Transportation (MoDOT) and the Belton-Cass Transportation Development District (TDD) to fund the design and construction of improvements for the Belton Route 58 and Powell Road Multimodal Traffic Relief Project. The City will be responsible for design, construction improvements, and project management for Route 58 in existing MoDOT right of way; and

WHEREAS, MoDOT has prepared a cost-share agreement between the City and the Missouri Highways and Transportation Commission (Commission) and is finalizing the agreement that must be executed by the City prior to March 1, 2020, so it can be included in Mid-America Regional Council’s Transportation Improvement Program (TIP). The TIP contains all major surface transportation projects within the Kansas City metropolitan area that will be completed in the next five (5) years and are planned to receive federal, state, and local funding; and

WHEREAS, it is beneficial for the City Council to authorize the City Manager to execute the final Commission Cost Share Agreement with the City in substantially similar form to the draft agreement hereto attached as **Exhibit A** for the Belton Route 58 and Powell Road Multimodal Traffic Relief Project that will relieve traffic in the said area.

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

SECTION 1. That the City Manager is hereby authorized to execute the final Missouri Highways and Transportation Commission Cost Share Agreement in substantially similar form to the draft agreement attached hereto as **Exhibit A** for the Belton Route 58 and Powell Road Multimodal Traffic Relief Project with said document to be attached hereto.

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

READ FOR THE FIRST TIME: February 25, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 25, 2020

DIVISION: Public Works/Engineering

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

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

The City has partnered with the Missouri Department of Transportation (MoDOT) and the Belton Cass Regional Transportation Development District (TDD) to fund the design and construction of improvements for the Route 58 and Powell Parkway Multimodal Traffic Relief Project. The City will be responsible for design, construction improvements, and project management for Route 58 in existing MoDOT right of way.

The proposed project will remove the traffic signal and close the Peculiar Drive intersection at Route 58. Eastbound deceleration lanes will be constructed on Route 58 at Powell Parkway, at the entrance of a new right-in/right-out connection east of Powell Parkway, and at the southbound on-ramp at I-49. A shared-use path, new pedestrian crosswalks, median islands and traffic signal modifications will also be included as part of the Route 58 improvements.

The City has applied and received cost/share funds for this project from MoDOT in the amount of \$1,023,690. As part of the acceptance of these funds, the City is required to enter into a Cost Share Agreement with the Missouri Highways and Transportation Commission which governs MoDOT. This agreement discusses project funding, design and construction requirements, and project responsibilities for the City and MoDOT. The City will be responsible for managing the design and construction of the project.

MoDOT currently has prepared a draft cost share agreement and is finalizing the agreement that must be executed by the City prior to March 1, 2020 so it can be included in Mid-America Regional Council's Transportation Improvement Program (TIP). The TIP contains all major surface transportation projects within the Kansas City metropolitan area that will be completed in the next five (5) years and are planned to receive federal, state, and local funding.

Staff recommends approval of this ordinance that will authorize the City Manager to execute the final Missouri Highways and Transportation Commission Cost Share Agreement in substantially similar form to the draft agreement attached as Exhibit A for the Belton Route 58 and Powell Parkway Multimodal Traffic Relief Project.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	HDR (Design-R2019-79)	
Amount of Request/Contract:	\$	TBD per funding agreements
Amount Budgeted:	\$	TBD per funding agreements
Funding Source:	MO Highways and Transportation Commission Cost Share Agreement, Belton Cass Regional TDD, & City Funds	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION:

Approve an ordinance authorizing the City Manager to execute the final Missouri Highways and Transportation Commission Cost Share Agreement with the City of Belton, Missouri in substantially similar form to the draft agreement included as Exhibit A for the Belton I-49 Outer Road, 155th Street. to 163rd Street Project with said document to be attached hereto.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A – Draft Missouri Highways and Transportation Commission Cost Share Agreement

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified: 02/20 (MWH)

Cass County
City of Belton
J4S3483

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

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT AND COST SHARE AGREEMENT**

THIS STP-URBAN PROGRAM AND COST SHARE AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Belton, Missouri (hereinafter, "Entity")

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

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

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 26, 2019, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission and the Entity are concurrently entering into a **Missouri Highways and Transportation Commission Road Relinquishment Agreement** related to the proposed improvements that is to be executed and in place prior to letting; and

WHEREAS, the Commission and the Entity are concurrently entering into a **Missouri Highways and Transportation Commission Maintenance Agreement** related to the proposed improvements that is to be executed and in place prior to letting; 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 Cost Share funds to the Entity. The improvement contemplated by this Agreement and designated as STP-3003(006) involves:

Improvements to intersection alignments and frequency, as well as added turn lanes and deceleration lanes, and complete street improvements within the Route 58 corridor running approximately from US-71 to Starlight Drive. The work also involves improvements to adjacent roadways within the corridor.

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

(2) LOCATION: The contemplated improvement designated as Project STP-3003(006) 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 B" and incorporated herein by reference. More specific descriptions are as follows:

Route 58, generally from the US 71 interchange to Starlight Drive.

(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. 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 Entity agrees to repay the Commission for any progress payments made to the Entity for the project and agrees that the Commission may deduct progress payments made to the Entity from future payments to the Entity.

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

(5) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(6) INDEMNIFICATION

(A) To the extent allowed or imposed by law, the Entity 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

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

1. To obtain a no cost permit from the Commission's Kansas City 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 Kansas City 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 Entity 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.

(7) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction done by or on behalf of the Entity 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 Entity and the Commission subject to the approval of the FHWA.

(8) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity 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 Entity" is to be substituted. The Entity 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.

(9) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, The Entity 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.

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

(11) PLANS AND CONSTRUCTION: With regard to project responsibilities under this Agreement, the parties agree to the following:

(A) The Entity shall follow the Local Public Agency (LPA) process.

(B) The Entity shall be responsible for the preparation of detailed right-of-way and construction plans and project specifications and estimate. This includes design, environmental clearances, acquisition of right-of-way, relocation of utilities, letting of the project, and inspection of the project. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(C) The Entity 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

(D) The Commission will review and provide approval of the legal descriptions prior to the deeds being executed. Commission review of the parcels being acquired is required to ensure the Uniform Act was followed.

(E) The Commission will provide preliminary engineering review, right-of-way review and construction engineering review.

(F) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's written concurrence in the award. The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award.

(G) The Entity shall secure all required federal, state, and local permits as required for design and construction of the improvements prior to entering onto the Commission right of way to perform any obligation under this Agreement, obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(H) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria, specifications and requirements established and adopted by the Commission and in accordance with the current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which shall be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(I) The Entity shall be responsible for the maintenance of pedestrian facilities and other related infrastructure improvements as detailed in a related Missouri Highways and Transportation Commission Maintenance Agreement, to be executed and in place prior to authorization to advertise for construction.

(J) Upon completion of the project, the Entity will take ownership and maintenance of the entire Northeast Outer Road and the park/ride facility. Ownership will be transferred via a Missouri Highways and Transportation Commission Roadway Relinquishment Agreement to be executed and in place prior to authorization to advertise for construction.

(12) FINANCIAL RESPONSIBILITIES: The cost of the contemplated improvements will be borne by the United States Government, the Commission, and by the Entity as follows:

(A) The total project cost, currently estimated at four million four hundred twenty-eight thousand two hundred sixty-seven dollars (\$4,428,267) including preliminary engineering, preliminary engineering review, right of way, right of way review, utilities, construction, construction engineering, and construction engineering

review. In accordance with Commission's Cost Share Program policy, only the portion of the project that is built on Commission right-of-way is Cost Share eligible. Commission Cost Share Program funds shall not be used off the state highway system. The current estimate for the total Cost Share eligible project cost is two million seventy-seven thousand three hundred eighty dollars (\$2,077,380). The details of the estimated cost breakdown are listed below and in "Exhibit A", which is attached hereto and made part hereof.

(B) The Commission is responsible for fifty percent (50%) of the Cost Share eligible costs, in an amount not to exceed one million thirty-eight thousand six hundred ninety dollars (\$1,038,690). Of this amount, the Commission will provide one million twenty-three thousand six hundred ninety dollars (\$1,023,690) from the Commission's Cost Share Program, available in State Fiscal Year 2022. Of this amount, the Commission will also provide preliminary engineering review, construction engineering review and right-of-way review services in MoDOT's Kansas City (KC) District personnel costs estimated to total fifteen thousand dollars (\$15,000).

(C) The Entity shall be responsible for one hundred percent (100%) of all non-Cost Share eligible costs currently estimated at two million three hundred fifty thousand eight hundred eighty-seven dollars (\$2,350,887) and for fifty percent (50%) of all Cost Share eligible costs currently estimated at one million thirty-eight thousand six hundred ninety dollars (\$1,038,690). The Entity will receive a credit for eligible preliminary engineering costs, total invoiced right of way costs, and total invoiced utility costs prior to construction, to be paid out in the construction phase of the project. Eligible preliminary engineering costs, eligible right of way, and eligible utility costs are currently estimated at two hundred sixty-eight thousand seven hundred and six dollars (\$268,706).

(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 one million eight hundred fifty thousand dollars (\$1,850,000). The Federal funds will be available in federal fiscal year 2022. Federal funds may be applied to the total project.

(E) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the Entity. Any costs incurred by the Entity 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.

(F) 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 federal reimbursement or are not eligible for federal

reimbursement shall be the sole responsibility of the Entity. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(G) If the Entity elects to accelerate the project, and receives approval for advanced construction from the Commission, the Entity shall be responsible for one hundred percent (100%) of total project costs prior to the federal and Commission's Cost Share funds becoming available. Upon federal funds becoming available in Federal Fiscal Year 2022 the Entity will be reimbursed the project's programmed STP funds at 80%, not to exceed one million eight hundred fifty thousand dollars (\$1,850,000). The Commission will reimburse the Entity upon Cost Share funds becoming available in State Fiscal Year 2022, but no earlier than August 1, 2021. Reimbursement is contingent upon the Entity's submission and MoDOT's approval of monthly project invoices.

(H) In the case of cost overruns, the Entity shall be responsible for any and all Commission's Cost Share eligible costs that exceed one million thirty-eight thousand six hundred ninety dollars (\$1,038,690). All underruns for the Commission's Cost Share eligible costs will be based on the pro-rata share.

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

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

(15) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(16) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the

Commission.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(20) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(21) PERMITS: The Entity 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.

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

(23) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project #J4S3483 will involve work on the state's right of way, the Entity will provide reproducible final plans to the Commission relating to such work.

(24) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the Entity of any required goals for participation by DBEs to be included in the Entity's proposal for the work to be performed. The Entity shall submit for Commission approval a DBE goal or plan. The Entity 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.

(25) NOTICE TO BIDDERS: The Entity 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.

(26) OUTDOOR ADVERTISING: The Entity further agrees that the right of way provided for any federally funded 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.

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

(28) AUDIT REQUIREMENT: If the Entity 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 Entity expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the Entity may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(29) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Entity 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.

(30) 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.

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

(32) 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 Entity and the Commission.

(33) 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.

(34) 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 of Belton
Greg Rokos
Public Works Director
506 Main Street, Belton, MO 64102
Facsimile No.: (816) 331-6973

- (B) To the Commission:
David Silvester
Kansas City District Engineer
600 NE Colbern Rd., Lee's Summit, MO 64086
Facsimile No.: (816) 622-6550

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.

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

(A) Civil Rights Statutes: The Entity 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 Entity 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 Entity 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 Entity 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 Entity 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 Entity. These apply to all solicitations either by competitive bidding or negotiation made by the Entity for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Entity 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 Entity 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 Entity is in the exclusive possession of another who fails or refuses to furnish this information, the Entity 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 Entity 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 Entity complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Entity shall include the provisions of paragraph (35) 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 Entity 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 Entity becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Entity may request the United States to enter into such litigation to protect the interests of the United States.

(36) ACCESS TO RECORDS: The Entity 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 Entity receives reimbursement of their final invoice from the Commission.

(37) CONFLICT OF INTEREST: The Entity 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.

(38) MANDATORY DISCLOSURES: The Entity 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.

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

***Remainder of Page Intentionally Left Blank; Signatures and Execution
Appear on Following Page.***

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

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

Ordinance No: _____

Exhibit A - Project Budget

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

Project Number: STP-3003(006) #JXXXXXX

Project Estimate:

	Current Estimate	Cost Share Eligible	Non-Cost Share Eligible
Preliminary Engineering	\$363,000	\$169,635	\$193,365
Preliminary Engineering Review	\$5,000	\$5,000	\$0
Right-of-Way Acquisition	\$90,500	\$42,292	\$48,208
Right-of-Way Incidentals	\$500	\$234	\$266
Right-of-Way Review	\$5,000	\$5,000	\$0
Utility Relocation	\$121,000	\$56,545	\$64,455
Construction	\$3,626,267	\$1,694,604	\$1,931,663
Construction Engineering	\$212,000	\$99,070	\$112,930
Construction Review	\$5,000	\$5,000	\$0
Total	\$4,428,267	\$2,077,380	\$2,350,887

Project Responsibilities:

Preliminary Engineering	City of Belton
ROW Acquisition/Incidentals	City of Belton
Utility Relocation	City of Belton
Letting	City of Belton
Construction Engineering	City of Belton
PE, ROW, CE Reviews	MoDOT

Financial Responsibilities:

City Funds	\$1,539,577
KC District Staff Costs	\$15,000
MoDOT - Cost Share Funds	\$1,023,690
Federal - STP	\$1,850,000
Total Project Cost	\$4,428,267

How are overruns and underruns handled?

In the case of cost overruns, the Entity shall be responsible for any and all costs that exceed \$1,038,690. All underruns will be based on the pro-rata share.

Exhibit B – Location of Project

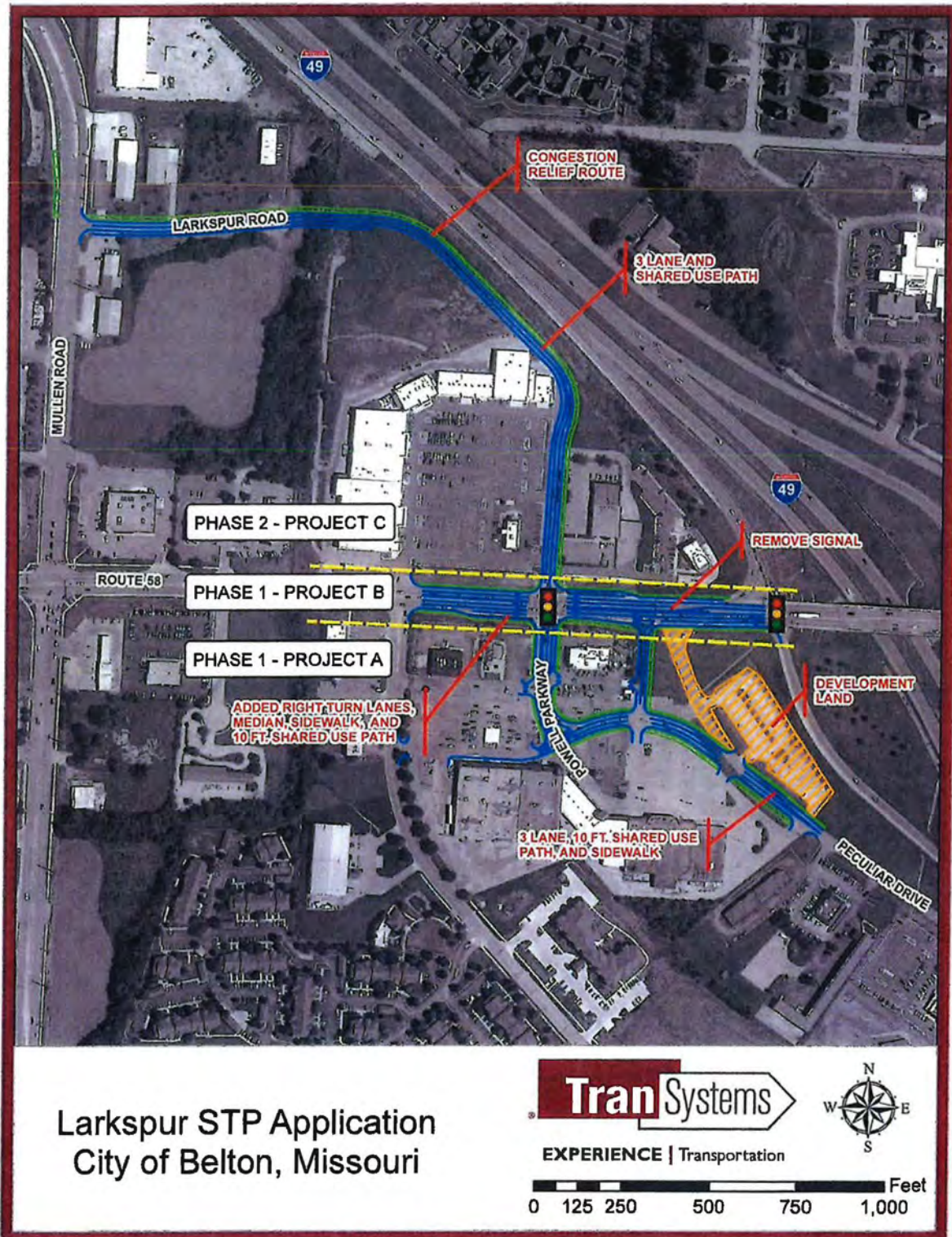
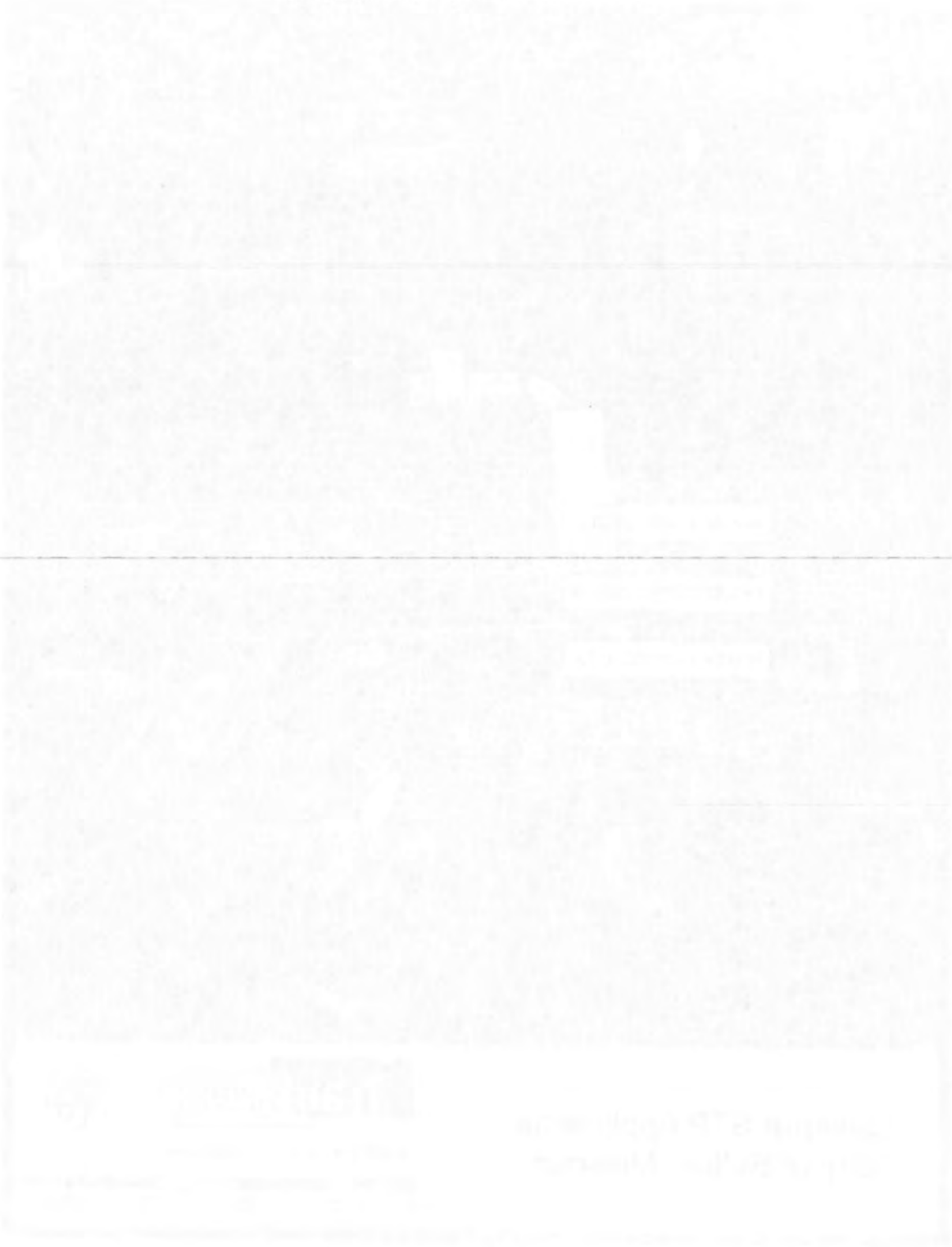


Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.