



**Agenda of the Belton City Council  
December 14, 2021 – 6:00 p.m.  
520 Main Street, Belton Missouri  
<https://www.belton.org/watch>**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Code of Ordinances, Section 2-838 repealed
  - B. Code of Ordinances, Section 13-623 repealed
  - C. Police Towing Contract
  - D. Energov-Munis  
Page 7
  - E. Grant Management Policy  
Page 15
  - F. Stantec Street Rating Method
  - G. Treatment Plant UV Light Repair
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Peek
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
  - A. Julia Porter, Blue Springs Deputy City Clerk, to present the IIMC Certified Municipal Clerk Certification to Andrea Cunningham, Belton City Clerk.
- VIII. 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 November 30, 2021 City Council Meeting.**

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

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C. Motion approving Resolution R2021-91  
**A resolution approving the engagement of Baker Tilly US, LLP to assist with Client Advisory Services related to General Fund Cost Allocations.**

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D. Motion approving Resolution R2021-92  
**A resolution authorizing and approving the contract between the City of Belton, Missouri and Flock Group Inc. for hardware, software, and services for stationary license plate reader cameras.**

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E. Motion approving Resolution R2021-93  
**A resolution approving actions of the Acting City Manager to engage Breit Construction, LLC for emergency sanitary sewer main repair located at Fire Station 2 and ratifying Task Agreement No. 2021-5 in the amount of \$31,342.97.**

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F. Motion approving Resolution R2021-94  
**A resolution approving Task Agreement 2021-2 with Trekk Design Group, LLC to perform evaluation, design, and construction inspection services for the inflow and infiltration reduction project in the not-to-exceed amount of \$140,000.00.**

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G. Motion approving Resolution R2021-95  
**A resolution approving Task Agreement 2021-3 with Trekk Design Group, LLC to perform evaluation, design, and construction inspection services for the Sanitary Sewer Streambank Stability Project in the not-to-exceed amount of \$283,000.00.**

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-72  
**An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 4, LLC Project), Series 2021 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.**
  
- B. Motion approving the final reading of Bill No. 2021-73  
**An ordinance approving the Sixth Amendment to the Old Town Belton Redevelopment Plan to approve the 414 Main Street Project as Redevelopment Project 2021-6 and to authorize tax abatement as described therein.**
  
- C. Motion approving the final reading of Bill No. 2021-74  
**An ordinance approving the Seventh Amendment to the Old Town Belton Redevelopment Plan to approve the 511 Main Street Project as Redevelopment Project 2021-7 and to authorize tax abatement as described therein.**
  
- D. Motion approving the final reading of Bill No. 2021-75  
**An ordinance calling an election to authorize the issuance of Waterworks Revenue Bonds and extend the Capital Improvement Sales Tax in the City of Belton, Missouri.**
  
- E. Motion approving the final reading of Bill No. 2021-76  
**An ordinance of the City of Belton amending Chapter 4, Animals, of the Code of Ordinances of the City of Belton, Missouri.**
  
- F. Motion approving the final reading of Bill No. 2021-77  
**An ordinance approving the Clinical Affiliation Agreement between the University of Missouri-Kansas City School of Medicine and the City of Belton Fire Department.**
  
- G. Motion approving the final reading of Bill No. 2021-79  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of completing Belton Senior Center facility improvements and approving the Contract for Service with Haren Contracting, LLC.**
  
- H. Motion approving the final reading of Bill No. 2021-80  
**An ordinance approving a Final Plat for Bronson Manor; a tract of land in the Northeast quarter of Section 7, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.**

- I. Motion approving the final reading of Bill No. 2021-81  
**An ordinance approving a Final Plat for Traditions 6<sup>th</sup> Plat; a tract of land in the Southwest Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder’s Office.**
- J. Motion approving the first reading of Bill No. 2021-82  
**An ordinance calling an election on a use tax question in the City of Belton, Missouri.**

Use Tax is collected instead of sales tax when a resident obtains retail goods from an out of state vendor in a taxable transaction not subject to sales taxes. The State of Missouri and Cass County already collect Use Taxes on these purchases. Currently, the City receives no Use Tax revenue. If the voters approve a Belton Use Tax, purchases from out of state businesses delivered to a Belton address will be taxed the same as an item purchased in a Belton store. At no time are a Use Tax and sales tax collected on the same transaction, it is one or the other, never both. **A purchase will never be taxed twice.**

Based on available information from the Missouri Department of Revenue, a Belton Use Tax could provide \$1.5 million annually.

Passage of a use tax is important to the City.

- It will help “level the playing field” for online and in-store retail sales from Belton businesses;
- Allow the City to match available MoDOT funds for the widening of I-49 to 6 lanes from 155<sup>th</sup> Street to North Cass Parkway;
- Allow the City to create a sidewalk grant program for property owners to construct and improve sidewalks throughout the City;
- Allow the City to fund a Splash Pad;
- Provide funds for improvements to the dog park, including a shelter, bathrooms and water fountains;
- Provide additional funding for the ongoing maintenance of streets and neighborhood stormwater projects;
- Provide additional funding for trail improvements;
- Provide funds for Cleveland Lake improvements, including a shelter, bathrooms and additional parking;
- Provide funds for maintenance of City facilities and other capital purchases;
- Allow the City to maintain citizen services as consumer buying trends continue to shift from in-store to online purchases.

- K. Motion approving the first reading of Bill No. 2021-83  
**An ordinance approving the Eighth Amendment to the Old Town Belton Redevelopment Plan to approve the 324 Main Street Project as Redevelopment Project 2021-8 and to authorize tax abatement as described therein.**

A public hearing regarding the proposed Eighth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-8 pursuant to Section 353.110.3(2), RsMO.

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- L. Motion approving the first reading of Bill No. 2021-84  
**An ordinance amending Appendix B – Traffic Schedules, Table 6 – no parking zones as referenced in Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to establish a “no parking” zone along the east side of Speaker Avenue from East 160<sup>th</sup> Terrace to East 162<sup>nd</sup> Street.**

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR’S COMMUNICATIONS
- XII. CITY MANAGER’S REPORT

December 2021/January 2022 City Council Meetings – 6:00 p.m.

December 28, 2021- Canceled

January 11, 2022

January 25, 2022

- XIII. COMMUNICATIONS FROM CITY COUNCIL
- XIV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and 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 II**

## **D**

### Who are we?

Tyler Technologies, Inc.  
 Employees: 4,500  
 Clients: 16,000  
 Revenue: \$940M  
 NYSE: TYL  
[www.tylertech.com](http://www.tylertech.com)

### What do we do?

Develop and deliver software and all related services exclusively for the public sector

### What solutions do we offer?

Tyler Munis® ERP Software Suite  
 Tyler EnerGov® Comm. Development Suite

### How many clients use our Munis ERP software solution?

1,600 - All public sector, inc. these in Missouri:

- City of Cape Girardeau
- City of Columbia
- City of Independence (new)
- City of Kearney
- City of Sikeston
- Ferguson-Florissant R-II School District
- Parkway School District, Chesterfield
- Riverview Gardens School District, StL.
- Springfield R-12 School District
- St. Charles County
- St. Louis County

### Why consider partnering with Tyler?

- Very financially viable organization
- Exclusively public sector focused
- Deep municipal software domain experience
- Mature, comprehensive, integrated software
- Technologically current products
- Full service provider – No system integrators
- Tyler owned & operated Hosting Center
- Proven implementation methodologies
- Extensive development & support resources
- everGreen to everGuide - partnership for life

### What is Tyler's relevant experience?

- A long history of success in Missouri
- An active Missouri Munis user group
- ERP experience w. small & large MO clients
- An integrated yet modular software system
- All functionality and services needed
- Support for your required integrations

## Executive Summary

Tyler Technologies, Inc. would like to introduce you to our **Munis** software solution. Munis is a mature, off-the-shelf, and fully integrated system which includes applications for Financial Management, Project & Grant Accounting, Procurement, Human Capital Management, Utility Billing, Accounts Receivable, Community Development, Parks & Rec, Online Self-Service, and many more municipal enterprise systems. Munis can be hosted at Tyler's Hosting Centers or deployed on the City's servers.

**Tyler is the largest software company dedicated solely to the US Public Sector market. We have been delivering our Munis ERP software to municipal governments in Missouri for 15 years.** We have a thorough understanding of the Missouri-specific requirements and the result has been a *track record of success with Munis in Missouri*. Additionally, we have several *comparably sized organizations* in Missouri and hundreds of diverse cities nationwide that count on Munis and Tyler Technologies every day.

Tyler has been providing Financial & Human Capital Management, Utility Billing, and Community Development software and services to the public sector for 35 years. Although the software has undergone numerous revisions during this time, our customers have never had to pay for a software upgrade or new release. This commitment, called Tyler's *everGreen* approach, contributes greatly to our 98% client retention rate by protecting our client's initial investment in software licenses and training.

Notably, Tyler is a highly successful company by virtually any measure. By focusing on one line of business, on taking care of the customer & our employees, and on the continued improvement of all operations - we have experienced **71 consecutive profitable quarters**. This success enables Tyler to add & retain qualified resources, enhance functionality & technology, and continually extend services & value to our clients.

Our experienced, PMI-certified project managers utilize a proven Implementation Approach based upon the methodologies of the Project Management Institute (PMI) to achieve an *on-time and on-budget* implementation. Once live the city will have many avenues, like Tyler U, to engage with our Support & Help-Desk teams to receive accurate and timely information so your staff can spend more time focused on servicing your citizens and on meeting the other missions or your city government.

Software functionality and technology along with vendor focus and **long-term viability** is the key to the long-term success of an ERP system. Tyler is the most experienced company, and Munis is the best public-sector ERP system on the market – and will be for the long-term. We look forward to the opportunity to work with you. Gary Dube, Sr. Account Executive [gary.dube@tylertech.com](mailto:gary.dube@tylertech.com)



**munis**  
a tyler erp solution

Enterprise Solutions



*"Data was often duplicated, quality suffered, and manual imports were required for updates. Management did not have a way to easily report key performance indicators."*

*Adam Osterrieder, Director of Information Technology, Cranberry Township, Pennsylvania*

## Technology That Transforms Communities

Information technology professionals face multiple options when visualizing the business environments of the future and rethinking how daily work will be completed. They can deploy best-of-breed solutions or they can develop home-grown alternatives. They can move to the cloud or they can remain a traditional on-premises installation. Technology has an increasingly important place in today's fast-paced world. The right technology can completely reshape the way local government delivers services, becomes accessible to constituents, and does business with vendors and partners.

*Decades-old legacy and enterprise (ERP) systems are at the heart of mission-critical and back office government processes. But taxpayer expectations for ease of use, transparency, and efficiency have risen dramatically in the internet age. Cloud environments, sensors, and virtual reality are changing missions and businesses. As those changes progress, CIOs face enormous pressure to maintain core systems while also investing in emerging digital technologies. But what if those same legacy systems have potential to become the foundation for driving innovation? <sup>1</sup>*

## Facing Common Challenges

The leaders in Cranberry Township, one of the fastest growing communities in western Pennsylvania, developed a strategic plan to integrate their business functions and support their rapidly growing population, services, and development activities. As they kicked off their 25-year growth plan, they realized that their current technology would hinder their progress in reaching their goals. Antiquated systems could not share information, work was done in silos, and they struggled to get the data they needed to make good decisions. Moreover, they did not feel like they were providing the services they wanted to their citizens. Much of their processes were still paper-based, which stalled true progress towards modernization.

Similarly, Sue Farni, executive director of IT at the city of Mobile, Alabama, was rethinking her own city's systems. After nearly four decades working in information technology there is hardly an IT road block she has not faced. Although a city much larger than Cranberry Township, the issues needing to be addressed were the same. In 2015, the city began the process of transitioning their technology by looking to new products that would integrate with each other, but also with the intent of taking the steps needed to move completely to the cloud. Most of Mobile's systems were home-grown by the IT department and suited their needs when created, but did not work together and created a workload that the city's small IT department could no longer manage.



For more information, visit [www.tylertech.com](http://www.tylertech.com)

<sup>1</sup> Wall Street Journal, Tech Trends in the Public Sector



## CLIENT RESULTS

### Human Resources and Payroll

APPLICANT PAPER APPLICATIONS



**100%**  
Paper reduction

PAYROLL PROCESSING



**75%**  
Reduction in time  
(300,000/year)

OPEN BENEFITS ENROLLMENT PAPER

**90%**  
Paper reduction



EMPLOYEE SERVICE / TIME SHEETS

**100%**  
Paper reduction

APPLICANT PROCESSING



**Reduced time**  
by 50 hours / applicant

TIME SHEET ENTRY / BENEFIT ELECTIONS (NP/IT)



**Hundreds**  
Of hours / year

Actual results taken from Hartford, Connecticut, a Munis client.

### Munis ERP

MUNIS OPERATIONAL SAVINGS (REPLACED DISPARATE SYSTEMS)



**\$87,337**  
Saved in less than a year

OVERALL REPETITIVE MANUAL DATA ENTRY



**100%**  
Eliminated

DASHBOARD EFFICIENCIES



**\$17,000**  
Replaced third-party

OVERALL PROCESSING TIME



**75%**  
Reduction in time spent

Actual results taken from St. Louis, Missouri, a Munis client.

Farni made the decision: rather than pick solutions for each department from separate vendors, the city would work with one vendor who could provide cloud-based solutions for all departments. They sought a vendor that could provide solutions for most, if not all, the city's departments, from public safety to parks and recreation. After an extensive search, Mobile went with Tyler Technologies — a vendor who could provide integrated solutions all with cloud-based options. This choice also provided the city with one place to go should issues arise, and software systems that work together to provide much needed efficiencies and better analytics for informed decision making.

### Finding the Solution

Cranberry Township, like Mobile, needed a new solution. The township had three different municipal data systems that could not integrate, which led to data silos and communication challenges. They knew enterprise-level decision making requires data that is comprehensive, reliable, and concise. To achieve their strategic goals, it became clear to them that they would need systems that could work together.

Cranberry Township's leaders used their strategic plan as a guide to make their decision regarding new software. It was important to them to have cloud-based options, systems that would integrate, as well as a vendor that would help them achieve their goal of becoming paperless, and could provide better online services to their constituents.

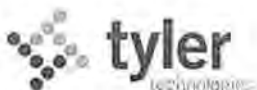
They were currently using Munis as one of three installed ERP solutions — none which integrated with each other, therefore, it was a challenge to reach all their technology goals using disparate systems. As they researched, they realized that Tyler's Munis solution offered a greatly expanded product suite with excellent support and a new, improved user interface. It made sense to expand their relationship with Tyler and take advantage of the full suite offered.

### Delivering Results

In Cranberry, the implementation of multiple Munis suites provided centralized data, streamlined hiring and personnel processes, eliminated repetitive manual data entry, improved services for their citizens, and helped manage the township's permitting and revenue processes. With a single ERP system, the township significantly reduced licensing, technical support, and maintenance costs — a savings of tens of thousands per year. Moreover, Cranberry has been successful at sharing data between departments and breaking down some barriers where needed.

*"Especially attractive to the township is the fact that Munis was designed specifically for the public sector," said Osterrieder, "and it was structured to be implemented without the need for IT to code and develop their own solution."*

Is this the outcome you can expect? The leaders in St. Louis County, Missouri, home to nearly one million people, would say yes. Like Cranberry, they had identified goals they needed to realize: develop a centralized cashing system for collecting payments, taxes, and fees from citizens, while also improving citizen access to county government. Work was currently being done in silos and they needed to standardize countywide processes, procedures, and controls.



For more information, visit [www.tylertech.com](http://www.tylertech.com)

### Ready to Transform Your Enterprise?

Start by *Reviewing Current Operations*

- ▶ Are your current systems supporting your needs?
- ▶ Are departments working in silos?
- ▶ Does your current vendor still support the technology you use?
- ▶ Do you have a strategic plan identifying your biggest needs envisioning what your agency would look like and how it would operate, if those needs were met?

### Socialize the Idea of Change Now

Introduce the idea of technology being the solution. Long lines at city hall? Introduce the idea of online payment options. Number of paper resumes overwhelming your staff? Introduce an electronic applicant system. Over budget? Introduce online alternatives to printed checks, invoices, and high postage costs. By getting buy-in early, time can be spent on finding the right vendor who offers the right technology (and if needed, provide change management services, because for some, change is hard).

Just ask the town of Amherst, Massachusetts. Their end goal was to implement new electronic, web-based applications that reduce paper, printing, and storage costs, to become a more sustainable community. To get buy-in, they partnered with their current vendor, Tyler Technologies, to pilot new systems through an Early Adopter Program. Through this program, they played an important role in shaping and testing new releases of the software and were able to implement changes without interruption to business processes. This success enhanced the credibility of the IT department, in turn, making future changes easier to execute as the town's leaders were receptive to change, and open to securing funds for future projects.

### Build a Scalable Plan for Today and the Future

Always use your strategic plan as your guide. Start with small, manageable projects that have defined metrics to act as pilot projects. Examples of successful implementations will make future discussions easier and provide evidence to decision-makers that the right change is good and will result in long-term savings.

Cranberry Township, for example, knew that their largest need was a single ERP solution that would grow with them. Working with a single vendor, Tyler Technologies, made it easy. They already were using one of Tyler's flagship products and they used a three-phased approach to add products that would provide the integration they needed.

"It is pretty impressive to look at all Munis has implemented within the township and all of the services we are now able to offer and manage through one system," Osterrieder reflected. "We have been successful at sharing data between departments and breaking down some barriers where needed."



### TOP REASONS

why local government implements transformative technology

- **Increase** citizen satisfaction
- **Grow** citizen engagement through accessibility
- Increase **collaboration** across government agencies
- **Better manage** tax payer dollars by reducing operating costs and becoming more sustainable

*"By maximizing the Tyler Cashiering and Munis functionality, St. Louis County has developed a centralized cashiering process that capitalizes on the county's multi-service operations and its strict treasury management and accounting procedures."*

*Cindy Williams, Assistant Treasurer, St. Louis County, Missouri*



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*"The reason that I trust using a Sourcewell contract is due to the detailed requirements in the solicitations, the assurance of an in-depth review of proposals by Sourcewell's panel, and the ease in access to documentation for review. I am confident about their processes."*

*Elizabeth "Binky" Peer, C.P.M.,  
Redding, California*

Keep longevity front of mind. The issues of today may not be the issues of tomorrow. When selecting a vendor, think about:

- What other offerings does the vendor have that could be integrated later?
- Do they offer upgrades as the technology evolves?
- What kind of relicensing fees are involved, if any?
- Are all offerings available in a cloud-based solution?
- Can you utilize an existing procurement vehicle, like Sourcewell, to reduce stress and allow you to find a solution at the most competitive price point?

From smart cities to the military, government is capitalizing on the ever-expanding world of the internet of things. While this has numerous applications to the public sector, the real potential is unlocked when data is actionable and new approaches to data management and analytics are considered and applied. Think through your biggest pain-points and work to solve those first.

### Know that the need for change is constant

Unlike ever before, technology can change the efficiency of the public sector. In fact, the right technology can completely reshape the way our local governments deliver services, become accessible to citizens, and do business. To a large degree, the future of an enterprise lies in hands of its IT department who have the power to rewrite how daily work gets completed, how connections with citizens are made, and what services are offered to their constituents. What they cannot do, however, is nothing. Business as usual is the most costly option in this new world of facilitated data sharing, online offerings, better analytics, and easier citizen engagement. As Cranberry Township and St. Louis show, forward-thinking governments are re-engineering internal backend systems to maximize the benefits of modernization.

### About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector - cities, counties, schools and other government entities - to become more efficient, more accessible and more responsive to the needs of their constituents. Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, Australia, and other international locations. In 2017, Forbes ranked Tyler on its "Most Innovative Growth Companies" list, and Fortune included Tyler on its "100 Fastest-Growing Companies" list. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at [www.tylertech.com](http://www.tylertech.com).



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## MyCivic 311

MyCivic 311™ is a comprehensive request management system designed to enhance citizen engagement by giving citizens the power to report issues, ask questions, and monitor resolutions 24/7/365. Staff can easily track, manage, respond, and analyze issues and service requests while real-time status and resolution updates keep citizens informed and reduce office phone calls.

### *Empower Your Community*

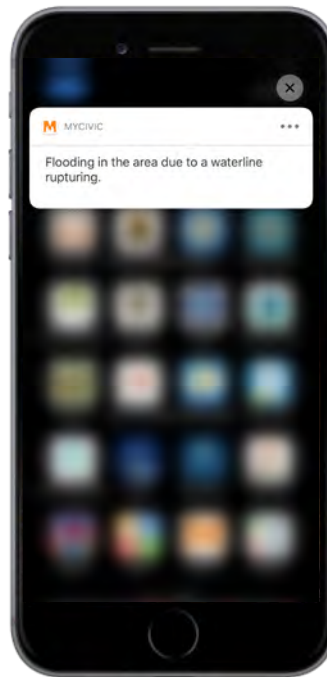
From potholes or graffiti to a malfunctioning traffic light, MyCivic 311 enables citizens to submit incidents or requests anytime, anywhere on their mobile device, your organization's website, or Facebook page.

To submit a report, citizens simply select the type of issue, enter accompanying notes, attach photos, and notify staff with the click of a button. Once an issue is submitted via your organization's website or Facebook® page, citizens will be kept updated of resolution status through real-time emails. Additionally, citizens who submit issues or service requests through your organization's app will receive push notifications throughout the process.

### *Achieve Greater Office Efficiency and Make More Informed Decisions*

Once an issue has been reported, MyCivic automatically generates an email or push notification to staff within the appropriate department. Past-due or unresolved issues can be escalated, and automated responses can be generated for recurring issues.

*Continued on reverse*



*Push notifications and real-time emails keep citizens up to date throughout the issue resolution process.*

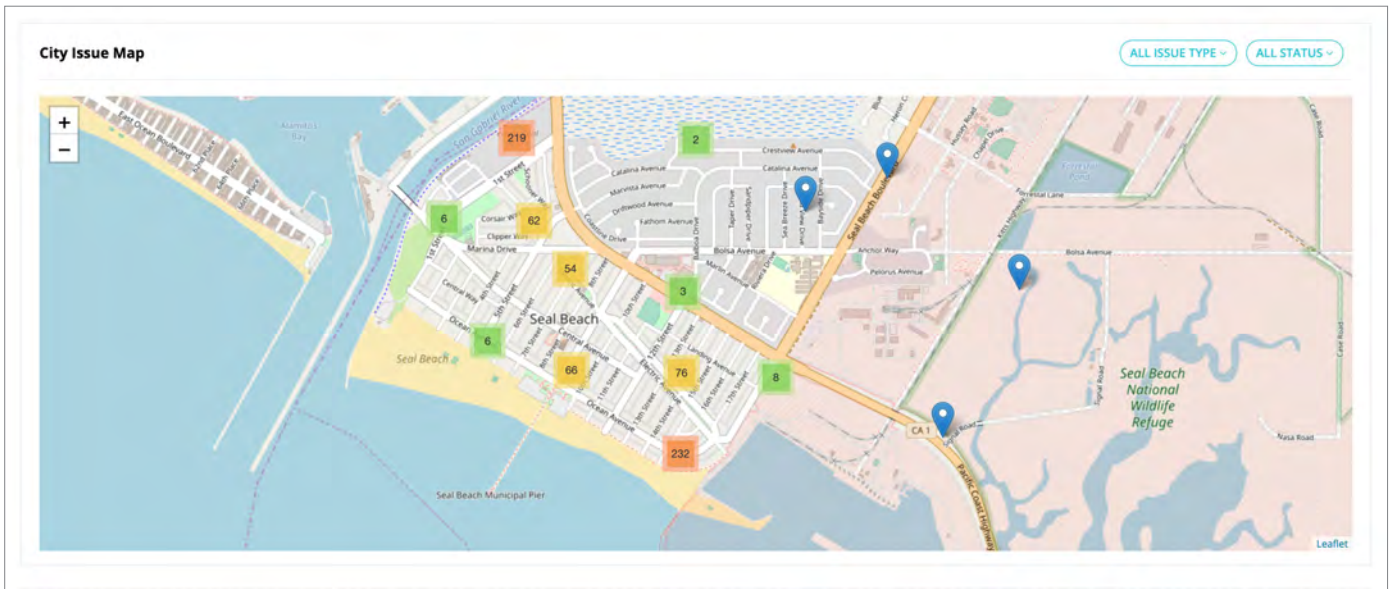
### Highlights of MyCivic 311

- Receive, manage, and resolve issues
- Enable residents to report issues or ask a question via their mobile device, your organization's website, or Facebook
- Send real-time updates regarding issue status and resolutions
- Map and analyze incidents
- Create reports and dashboards to facilitate informed decision-making

For more information, visit

[www.tylertech.com](http://www.tylertech.com)

or email [info@tylertech.com](mailto:info@tylertech.com)



*Heat maps offer staff a bird's eye view of issue locations and trends in their community.*

Issues are seamlessly tracked from start to finish, delivering immediate insight into what's happening in your community. Robust reporting and analytics, along with heat maps identifying issue locations and trends, give staff the information they need to make informed, community-centric decisions.

Note: MyCivic 311 can be sold as a standalone or in addition to the MyCivic app, which enables push notification functionality.

**Interested in learning more?** Give us a call at 800.646.2633 or visit [www.tylertech.com](http://www.tylertech.com).

# **SECTION II**

## **E**

## GRANT MANAGEMENT POLICY

### 1.0 PURPOSE

To establish, implement and maintain policy and internal controls that provide reasonable assurance that Federal Awards are being managed in compliance with the Office of Management and Budget (OMB) uniform guidance formally known as the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Code of Federal Regulations (CFR) and/or the Electronic Code of Federal Regulations (eCFR) Title 2, Part 200, and with the terms and conditions of the Federal award. The City of Belton will follow the Missouri State Statute that relates to Fourth Class cities and other purchase requirements, and other specific grant requirements or guidance documents published by the Federal Granting Agency as applicable, including any OMB Compliance Supplements. In addition, the City policies pertaining to the following will also apply:

- Purchasing Policy

### 2.0 DEPARTMENTS AFFECTED

All departments/divisions receiving Federal Awards.

### 3.0 POLICY

3.1 General: This policy describes the procedure for the administrative responsibility of awards received as grants (or grant-like loans such as low-interest loans provided by the Missouri State Revolving Fund). The City does not have a centralized grants department and therefore through designated staff and City officials, solicits and accepts awards from a variety of organizations for funding City programs and projects. Awards frequently require close coordination between different City departments and adherence to strict guidelines and requirements. The City shall only pursue grant opportunities when it has sufficient financial and administrative capacity to support, implement and administer proposed activities and adhere to the requirements of the grant program. This policy outlines the procedures and departmental roles and responsibilities to centrally coordinate and track citywide efforts in grant management and administration.

3.1.1 The Department considering a grant shall complete an evaluation of the regulatory requirements and impacts to staff resources. Consideration of these impacts should be evaluated with the benefits to the community before a determination is made to pursue a particular grant. Financial contributions and personnel resources shall be identified prior to submitting grant applications. The Department that is requesting and/or administering the grant award shall be responsible for maintaining accurate and current information and complying with the general and specific guidelines and requirements of the grant award. This will include:

- Being knowledgeable of grant award requirements,
- Ensuring the City complies with said requirements,
- Providing accurate information to the Finance Department in the preparation of reports and requests for reimbursement of eligible costs, and
- Maintaining the proper written and electronic documentation and financial records consistent with said requirements.

3.1.2 In the event more than one Department is involved in requesting or administering a grant award, the Departments involved will agree upon a designated lead Department. The lead Department will have overall responsibilities for administering the grant award consistent with this policy.

3.2 Internal Controls: The City of Belton will maintain effective internal control over the Federal Award providing reasonable assurance that the City is managing the Federal Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal Award.

3.2.1 The City will take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

3.2.2 The City will take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

3.3 Allowable Costs and Cost Certification: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal Award and approved project budgets, the annual and final fiscal reports, or requests for payment under the agreements may include a certification, signed by the City manager. The City will follow 2 CFR §200.302 Financial Management procedures, in particular Subpart E, for determining allowable and unallowable costs of the grant.

3.4 Advanced Payments and Reimbursements: Payment methods must minimize the time elapsing between transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Belton whether the payment is made by electronic transfer, or issuance of checks.

3.4.1 Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash needs of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.

3.4.2 The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

3.4.3 Be necessary and reasonable for the performance of the Federal award.

3.4.4 Conform to any limitations or exclusions set forth in these principles or in the Federal Award as to types or amount of cost items.

3.4.5 Be consistent with policies and procedures that apply uniformly to both Federally financed projects and other activities of the City.

3.4.6 Be accorded consistent treatment. A cost may not be assigned to a Federal Award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal Award as an indirect cost.

3.4.7 Be determined in accordance with Generally Accepted Accounting Principles (GAAP).



- 3.4.8 Not be included as cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period.
- 3.4.9 Be adequately documented.
- 3.5 Procurement: When procuring goods and services under a Federal Award, the City will follow 2 CFR §200.317 General Procurement Standards through §200.327 Contract Provisions or City of Belton Purchasing Policy, whichever is more restrictive.
- 3.5.1 Contracts may be entered into following the adopted Purchasing Policy for the City of Belton to address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- 3.5.2 The City will verify and document that vendors are not suspended or debarred from doing business with the Federal government.
- 3.6 Single Audit Act: The City, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all Federal and State statutes and regulations.
- 3.7 Closure: A project agreement end date will be established in accordance with 2 CFR §200.309. Any cost incurred after the project agreement end date is not eligible for Federal reimbursement.
- 3.8 Code of Conduct: The purpose of the Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.
- 3.8.1 The Code of Conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal grant funds.
- 3.8.2 No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:
- The City employee, elected official, or agent; or
  - Any member of their immediate family; or
  - Their partner; or
  - An organization which employs or is about to employ any of the above.
- 3.8.3 The City of Belton's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

- 3.8.4 To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

## **4.0 PROCEDURES**

The purpose of these procedures is to ensure inter departmental coordination in the identification of grant opportunities, to ensure consistency in the management of grants the City receives, and oversight in management and compliance with the guidelines and restrictions as required by the grantor.

### **4.1 Grant Application**

- 4.1.1 Request to Apply - Prior to submitting an application for an award, the Department pursuing the grant award shall obtain the required approval signatures (i.e., Department Director, City Manager, Mayor).
- 4.1.2 Legal Review - If necessary, the responsible Department will review the grant and grant application with the City Attorney to identify any potential legal issues that the City should be aware of.
- 4.1.3 Submittal of Award Application - Once approval or direction is received to pursue the award, the Department charged with the responsibility for implementing the award will prepare the necessary application paperwork and obtain approval of the City Council.

### **4.2 Grant Award, Obligation and Management**

- 4.2.1 Award Review and Acceptance - Once the award is received, the responsible Department will accept the award only if the grantor's terms and conditions can be satisfactorily met by the City. Council approval must be obtained for all awards.

4.3 Project or Line-Item Account Number. The responsible Department will request the Finance Department establish a project number or line-item account number that corresponds to the CFDA number and title of each grant. The purpose of the project number or line-item account is to enable the accurate accounting of revenues and expenses related to the project. No project can be started or executed without a project number or line-item account number. The project number must be included on all pay requisitions related to the grant.

4.4 Reporting. The responsible Department will serve as the single point of contact with the grantor and will be responsible for the preparation and submittal of reports to the grantor, and for complying with the guidelines and requirements of the award, including the use of OMB approved data collection forms, as required. The responsible Department will maintain a detailed project folder that will contain, at a minimum, all official correspondence concerning the award including City memoranda, resolutions, or ordinances; award letter; grantor guidelines and restrictions; written communications between the City and the grantor including copies of emails and any other documents

necessary for the effective management of the award, including documentation relating the financial data to performance accomplishments.

- 4.4.1 The Finance Department will be the responsible department in preparing the necessary financial information for reimbursements, and for any reports that are necessary for reimbursements, and shall submit any reports in a timely manner.

4.5 Capital Assets. The City is responsible for maintaining an inventory of assets purchased with grant monies. The City is accountable for those assets and must make them physically available for inspection during any audit. The Finance Director must be notified immediately of any sale of these assets. When assets obtained with grant monies are no longer needed and have a current fair market value of \$5,000 or more, a request for written guidance shall be made from the grantor agency as to what to do with the property/equipment prior to sale or relocation. The City shall abide with the requirement set out in 2 CFR §200.311 and §200.313 in this regard. If a sale will take place, proper procedures shall be used to provide for competition to the extent practical and result in the highest possible return.

4.6 Matches - City budget identified. Some awards prescribe a matching requirement in which the City must provide a financial match to qualify for the award. In the event of a required match, the responsible Department will work with the Finance Department to ensure sufficient budget is identified, or if necessary, request a budget amendment.

4.7 Award Compliance - Issues. Periodically, compliance issues associated with award guidelines and conditions may occur. The Department charged with administering the award will be responsible for keeping the City Manager and Finance Department informed of any award compliance issues and resolution undertaken to address the issue. Resolution will be documented in the City's grant award files.

## 5.0. Glossary

The following is a summary of key references and terms used in this policy:

### References

Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200) developed by the Office of Management and Budget (OMB) establishes uniform administrative requirements, cost principles, and audit requirements for federal awards. The requirements aim to reduce the risk of fraud, waste, and abuse of federal funds and places heavy emphasis on written policies and procedures. The focus of these policies and procedures is to ensure that those in the organization who carry out the objectives of the award understand:

- The federal statutes, regulations, and terms and conditions of the award,
- How to evaluate and properly monitor compliance,
- The steps to take if non-compliance is identified.

For further information, refer to:

<https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>

Specific state and local regulations may also apply. These regulations can vary based upon the unique conditions and circumstances of each grant award. City staff should take due care in determining the specific state and local applicable regulations that apply to their respective project and to appropriately document, understand, and comply with the conditions and restrictions within these regulations.

Each grant may also have a Compliance Supplement issued by the OMB which indicates any additional rules and guidelines that must be met in compliance with the grant.

### **Terms**

**Award** – An award refers to financial resources provided to the City in the form of a loan, grant or contract from a federal, state, regional or local government or private for-profit or non-profit entity.

**Award Compliance** – This term refers to the general and specific requirements and provisions that must be satisfactorily met by the City and demonstrated to the awarding agency. Fulfilling the award requirements as provided by the awarding agency is important as variances thereto can become subject to an audit finding.

**Department** – This term refers to any, singular or in combination, of the City's operating Departments.

**Finance Department** – This term refers to the City's Finance Department.

**General and Specific Audit Requirements** – General audit requirements refers to federal, state, and local audit compliance requirements. Specific audit requirements typically are specific to individual awards and can vary in complexity based upon the awarding agency. The responsible Department should take due care to carefully review and comply with the general and specific requirements of the award in question.

**Program or Project** – This term refers to the City operating program or capital investment project that is supported by the award.

**Responsible Department** – This term refers to the City operating department that is designated as the lead City department responsible for managing the program or project funded by the award.

# **SECTION VIII**

## **A**

**Minutes of the Belton City Council**  
**November 30, 2021**  
**City Hall Annex**  
**520 Main Street, Belton, Missouri**

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

Stephanie Harris, Assistant Finance Director, presented the October 2021 monthly financial report.

Police Chief Scott Lyons reviewed with the Council the four police vehicles the department will be purchasing. This item is on tonight's agenda.

Chief Lyons presented information on a stationary license plate reader. The department was intending to purchase a license plate reader to go on a police car, but the stationary reader will be more useful. It's a lease. This item will be coming to the next Council meeting.

Greg Rokos, Public Works Director, provided a report on the city's snow and ice removal procedures.

Mr. Rokos provided the annual stormwater management program update. Stormwater is regulated by the Missouri Department of Natural Resources. An MS4 permit is required. There will also be a public meeting on December 2, at 12 p.m., regarding stormwater management.

Mr. Rokos provided an update on the I-49 and Route 58 widening project. The city applied for a Build Grant but did not receive it. MoDOT is hosting a Kansas City district meeting on December 7 from 4-6 p.m. at MARC to receive public input on Missouri high priority unfunded needs. The public is invited to attend this meeting.

Mr. Rokos said the city has received a request to make one side of Speaker Ave no parking. This is being researched and will be coming to the next Council meeting.

Mr. Rokos said public works is working on reburying sewer pipes, working on stream bank stabilization, & inflow and infiltration reduction. Both items will be coming to the next Council meeting.

Mr. Rokos said there was an emergency sanitary sewer repair needed for Fire Station 2. This item will be coming to the next Council meeting.

Fire Chief John Sapp reviewed with the Council the UMKC clinical partnership. This item is on tonight's agenda.

Andrea Cunningham, City Clerk, reviewed with the Council the contract for the Senior Center flooring project. This item is on tonight's agenda.

Sheila Ernzen, Acting City Manager/Finance Director, reviewed overhead allocation cost procedure with the Council. There are many ways to calculate it. The way the city has been calculating it began in FY91. Ms. Ernzen said the city could do a cost study review. Councilmember Clark said he would like to see this. This item will be coming to the next Council meeting.

Ms. Ernzen asked if the Council would like to place a question on the April 2022 ballot for use tax. The state and county have use tax; the city doesn't. After discussion, the consensus was to place this on the ballot. This item will be coming to the next Council meeting.

Dave Clements, Director of Planning and Building, said over the last three years, development plans have been approved for Southview Commerce Center. Landscape was included. Mr. Clements compared the as-built drawings to the final development plan. The as-built drawings meet, and in some cases exceed, all berm topographical requirements.

Carolyn Yatsook, Economic Development Director, provided a report on the Chapter 100 bond documents for Southview Commerce Center Building 4. This item is on tonight's agenda.

Ms. Yatsook said the Old Town Belton Redevelopment Corporation met and recommended approval of the 8<sup>th</sup> Chapter 353 application. This item will be coming to the next Council meeting as a public hearing and ordinance.

Being no further business, Mayor Larkey adjourned the work session at 7:16 p.m. After a short recess the meeting was called to order at 7:24 p.m.

Boy scouts Edward and Ben from Troop 4160 led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Angela Kraft, Rob Powell, Chet Trutzel, Dave Clark, Perry Gough, Lorrie Peek, Allyson Lawson

Councilmember absent: Tim Savage

Staff present: Sheila Ernzen, Acting City Manager/Finance Director; Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Police Chief Scott Lyons; Fire Chief John Sapp; Carolyn Yatsook, Economic Development Director; Dave Clements, Director of Planning and Building; Greg Rokos, Public Works Director

## **PERSONAL APPEARANCES**

Steve Hackett, 15810 Allen Avenue, addressed the Council about the Southview Commerce Center berms near his house. He said they are inadequate. There are also lights from the Commerce Center shining on the back of his house.

## CONSENT AGENDA

Mayor Larkey said there was a scrivener's error in the November 9, 2021 City Council minutes. It should be noted that Councilmember Powell abstained from voting on Resolution 2021-83. The minutes have been updated to reflect this.

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

- **approving the minutes of the November 9, 2021 City Council Meeting.**
- **approving Resolution R2021-84: A resolution approving a property management agreement with CJ Real Estate, Inc, for the residential property located at 615 NE 2<sup>nd</sup> Street.**
- **approving Resolution R2021-85: A resolution of the Belton City Council dissolving the Public Works Advisory Committee.**
- **approving Resolution R2021-86: A resolution approving Task Agreement 2021-10, Amendment 1 with Wilson and Company to provide Professional Additional Design Services for the Hargis Gardens drainage improvements project in the not-to-exceed amount of \$221,368.00 increasing the total cost to \$623,244.00.**
- **approving Resolution R2021-87: A resolution approving Task Agreement 2021-16 with Wilson & Company to provide Professional Design Services for the Cambridge Road West Culvert Project in the not-to-exceed amount of \$199,800.00.**
- **approving Resolution R2021-88: A resolution appointing directors to the Board of Directors of the Y Belton Two Community Improvement District.**
- **approving Resolution R2021-89: A resolution approving the purchase of four (4) new 2022 Ford Utility PI vehicles in the amount of \$135,696.00 from Shawnee Mission Ford.**
- **approving Resolution R2021-90: A resolution approving a non-exclusive license agreement between the City of Belton, Missouri and Google Fiber Missouri, LLC for installation of network facilities in the City public rights-of-way.**
- **approving the City of Belton's participation in the National Opioid Settlements that were negotiated between the states and the opioid manufacturer Janssen (Johnson & Johnson) and opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and directing the Assistant City Manager to register and execute all necessary documents on behalf of the City.**

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

## REGULAR AGENDA

Ms. Cunningham gave the final reading of Bill No. 2021-68, as amended: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of appropriating ARPA funds received by the City.**

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



Ayes: 8 Mayor Larkey, Lawson, Trutzel, Powell, Clark, Gough, Peek, Kraft

Noes: 0

Absent: 1 Savage

Bill No. 2021-68 was declared passed and in full force and effect as **Ordinance No. 2021-4670**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-69: **An ordinance of the City of Belton, Missouri, designating ward boundaries within the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 8 Mayor Larkey, Powell, Kraft, Trutzel, Lawson, Clark, Gough, Peek

Noes: 0

Absent: 1 Savage

Bill No. 2021-69 was declared passed and in full force and effect as **Ordinance No. 2021-4671**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-70: **An ordinance amending Sections 4; 12-4(B)(1); 20-2(A); 26-5(4); 28-5(B); 32-1(4)(E); and 36-108(2) of the Unified Development Code to clarify existing standards and create new regulations deemed necessary to improve the effectiveness of the code.**

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

Ayes: 8 Lawson, Powell, Trutzel, Peek, Clark, Kraft, Gough, Mayor Larkey

Noes: 0

Absent: 1 Savage

Bill No. 2021-70 was declared passed and in full force and effect as **Ordinance No. 2021-4672**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-71: **An ordinance amending Chapter 13, Article IX of the Code of Ordinances of the City of Belton, Missouri by establishing Division 7, utility vehicles, recreational off-highway vehicles, and golf carts, regulating the use of certain special vehicles in the City of Belton, Missouri; and amending Chapter 13, Article IX, Division 4, safety helmets required to conform to changes set out in house bill 1963.**

Presented by Councilmember Gough, seconded by Councilmember Kraft. Councilmember Powell said he likes the changes made, but why do golf carts not require seat belts? Chief Lyons said they do because under state law a golf cart qualifies as a motor vehicle and they must have a seat belt. Vote on the final reading was recorded:

Ayes: 8 Peek, Powell, Trutzel, Gough, Clark, Lawson, Mayor Larkey, Kraft

Noes: 0

Absent: 1 Savage

Bill No. 2021-71 was declared passed and in full force and effect as **Ordinance No. 2021-4673**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-72: **An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 4, LLC Project), Series 2021 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all present voting in favor except Councilmember Powell who voted no. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-73: **An ordinance approving the Sixth Amendment to the Old Town Belton Redevelopment Plan to approve the 414 Main Street Project as Redevelopment Project 2021-6 and to authorize tax abatement as described therein.**

Presented by Councilmember Clark, seconded by Councilmember Kraft. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments. There was no one present to submit comments. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-74: **An ordinance approving the Seventh Amendment to the Old Town Belton Redevelopment Plan to approve the 511 Main Street Project as Redevelopment Project 2021-7 and to authorize tax abatement as described therein.**

Presented by Councilmember Clark, seconded by Councilmember Kraft. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing to receive public comments. There was no one present to submit comments. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-75: **An ordinance calling an election to authorize the issuance of Waterworks Revenue Bonds and extend the Capital Improvement Sales Tax in the City of Belton, Missouri.**

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

Ms. Cunningham gave the first reading of Bill No. 2021-76: **An ordinance of the City of Belton amending Chapter 4, Animals, of the Code of Ordinances of the City of Belton, Missouri.**

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

Ms. Cunningham gave the first reading of Bill No. 2021-77: **An ordinance approving the Clinical Affiliation Agreement between the University of Missouri-Kansas City School of Medicine and the City of Belton Fire Department.**

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

Ms. Cunningham gave the first reading of Bill No. 2021-78: **An ordinance of the City of Belton, Missouri, amending Chapter 19, Streets, Sidewalks, Rights-of-Way and other**

**Public Places, of the Code of Ordinances of the City of Belton, Missouri to remove references to the Public Works Advisory Committee.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. 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 Larkey, Peek, Trutzel, Gough, Clark, Lawson, Powell, Kraft

Noes: 0

Absent: 1 Savage

Bill No. 2021-78 was declared passed and in full force and effect as **Ordinance No. 2021-4674**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-79: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of completing Belton Senior Center facility improvements and approving the Contract for Service with Haren Contracting, LLC.**

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

Ms. Cunningham gave the first reading of Bill No. 2021-80: **An ordinance approving a Final Plat for Bronson Manor; a tract of land in the Northeast quarter of Section 7, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.**

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

Ms. Cunningham gave the first reading of Bill No. 2021-81: **An ordinance approving a Final Plat for Traditions 6<sup>th</sup> Plat; a tract of land in the Southwest Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.**

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

## **CITY COUNCIL LIAISON REPORTS**

Councilmember Lawson provided a Park report

- The park department has been working on their budget.
- Councilmember Lawson thanked all those involved in the Mayor's Christmas Tree Lighting on Saturday.

## **MAYOR'S COMMUNICATIONS**

Mayor Larkey also thanked everyone for their time and effort with the Mayor's Christmas Tree lighting and Christmas on Main.

## **CITY MANAGER'S REPORT**

December 2021/January 2022 City Council Meetings – 6:00 p.m.

December 14, 2021

December 28, 2021- Canceled

January 11, 2022

January 25, 2022

Ms. Yatsook reminded everyone Christmas on Main is several more weekends. This Friday and Saturday will be hayrides, food trucks, games, and the train will be running.

Ms. Ernzen passed out the 2022 Council meeting schedule. There are three meetings canceled next year. Also, a reminder the December 28, 2021 Council meeting is canceled.

## **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Clark said everyone who was involved Saturday night did a great job.

Councilmember Powell said it was a great donation check for the Belton Welfare Association.

At 7:54 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there. Councilmember Gough seconded. The following vote was recorded:

Ayes: 8 Gough, Trutzel, Peek, Kraft, Clark, Lawson, Powell, Mayor Larkey

Noes: 0

Absent: 1 Savage

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

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr

# **SECTION VIII**

## **B**

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

**COURT DATES: 11/2/21; 11/9/21; 11/23/21; 11/30/21**

*Ross C. Nigro*

**12/1/2021**

**MUNICIPAL JUDGE**

**DATE**

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

**CITY CLERK**

**DATE**



# Payment Plan Reports

Belton Municipal Division

Wednesday, December 1, 2021 9:26 AM

## Payment Detail Listing By Payment Plan Number From 11/01/2021 - 11/30/2021

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000654	CAIN, JAMISON MATTHEW	11/23/2021	530784	R00064574	101900190-1	\$150.00	PY	✓ ✓
<b>PP0000654 Totals:</b>						<b>\$150.00</b>		
PP0000951	GARRETT, BRANDON MICHAEL	11/30/2021	531169		140794464-1	\$35.00	AB	✓ ✓
		11/30/2021	531170		140794465-1	\$35.00	AB	✓ ✓
		11/30/2021	531173	R00064663	140794464-1	\$150.00	PY	✓ ✓
<b>PP0000951 Totals:</b>						<b>\$220.00</b>		
PP0001308	HAYDEN, JESSE PAUL	11/23/2021	530762	R00064565	160763643-1	\$371.00	PY	✓
<b>PP0001308 Totals:</b>						<b>\$371.00</b>		
PP0002136	BREECE, TRACY L	11/23/2021	530723	R00064560	160757689-1 160760613-1	\$40.00	PY	✓ ✓
<b>PP0002136 Totals:</b>						<b>\$40.00</b>		
PP0002446	UNDERWOOD, GEORGE EDWARD	11/04/2021	529978	R00064370	160766143-1 160764660-1	\$10.00	PY	✓ ✓
<b>PP0002446 Totals:</b>						<b>\$10.00</b>		
PP0002463	DRYDEN, MICHAEL EUGENE	11/05/2021	530021	R00064390	140803261-1	\$10.00	PY	✓ ✓
<b>PP0002463 Totals:</b>						<b>\$10.00</b>		
PP0002488	HARBOUR, SYLVESTER JR JR	11/12/2021	530300	R00064458	160764547-1	\$10.00	PY	✓ ✓
<b>PP0002488 Totals:</b>						<b>\$10.00</b>		
PP0002600	GLAVIN, THOMAS J	11/30/2021	531178		160759354-1	\$22.50	AB	
		11/30/2021	531179		160757271-1	\$22.50	AB	
		11/30/2021	531182	R00064667	160759354-1	\$5.00	PY	✓ ✓
<b>PP0002600 Totals:</b>						<b>\$50.00</b>		
PP0002730	GANEY, EDWARD WAYNE	11/03/2021	529902	R00064344	190290221-1 190290222-1 190290223-1	\$200.00	PY	✓ ✓
<b>PP0002730 Totals:</b>						<b>\$200.00</b>		
PP0002754	HASTINGS, TIMOTHY RAY	11/06/2021	530022	R00064391	160761543-1	\$50.00	PY	✓ ✓
<b>PP0002754 Totals:</b>						<b>\$50.00</b>		
PP0002761	CARROLL, SKYLA MARSHELLE	11/23/2021	530778	R00064571	160759076-1	\$40.00	PY	
<b>PP0002761 Totals:</b>						<b>\$40.00</b>		
PP0002940	NEUENSCHWANDER, DAVID K	11/15/2021	530383	R00064469	160765934-1	\$20.00	PY	✓ ✓
<b>PP0002940 Totals:</b>						<b>\$20.00</b>		
PP0003137	UNDERWOOD, CHARLES RAYMOND	11/04/2021	529977	R00064368	160766375-1	\$20.00	PY	✓ ✓
<b>PP0003137 Totals:</b>						<b>\$20.00</b>		
PP0003170	SETLES, JULIAN D	11/19/2021	530585	R00064515	160767100-1	\$25.00	PY	✓ ✓
<b>PP0003170 Totals:</b>						<b>\$25.00</b>		
PP0003201	RYAN, SONNY RAY	11/30/2021	531214	R00064670	160767504-1	\$100.00	PY	✓ ✓
<b>PP0003201 Totals:</b>						<b>\$100.00</b>		
PP0003342	BROWNE, KRYSTAL JOYCE	11/22/2021	530715	R00064554	190282038-1	\$60.00	PY	✓ ✓
<b>PP0003342 Totals:</b>						<b>\$60.00</b>		
PP0003352	WOOLAM, STEPHANIE DAWN	11/19/2021	530588	R00064518	190283295-1 190287686-1 190287859-1	\$40.00	PY	✓ ✓
<b>PP0003352 Totals:</b>						<b>\$40.00</b>		
PP0003446	MARTINEZ MUNOZ, MOISES	11/23/2021	530874	R00064595	190284996-1 190287392-1 190287393-1	\$200.00	PY	✓ ✓
<b>PP0003446 Totals:</b>						<b>\$200.00</b>		

\* Indicates an overpayment was made on the Payment Plan

PP0003562	ALFLEN, TRICIA NICOLE	11/04/2021	529976	R00064367	160764936-1	\$20.00 PY ✓ ✓
<b>PP0003562 Totals:</b>						<b>\$20.00</b>
PP0003577	KIHN, LINDA ANN	11/17/2021	530500	R00064505	190283526-1	\$40.00 PY ✓ ✓
<b>PP0003577 Totals:</b>						<b>\$40.00</b>
PP0003660	LOPEZ-CARREON, HUGO ANTONIO	11/09/2021	530099	R00064410	190286543-1	\$25.00 PY ✓ ✓
		11/26/2021	530978	R00064624	190286543-1	\$50.00 PY ✓ ✓
					190286544-1	
<b>PP0003660 Totals:</b>						<b>\$75.00</b>
PP0003947	THEESFELD, DYLAN JAMES	11/17/2021	530465	R00064493	160753859-1	\$115.00 PY ✓
<b>PP0003947 Totals:</b>						<b>\$115.00</b>
PP0003950	RUTH, BRYAN M	11/02/2021	529868	R00064337	190285214-1	\$295.00 PY ✓
					190291192-1	
<b>PP0003950 Totals:</b>						<b>\$295.00</b>
PP0004079	COBB, WILLIAM ROBERT	11/17/2021	530521		190286387-1	\$45.00 NC ✓
		11/17/2021	530522		190286388-1	\$155.00 NC ✓
		11/17/2021	530523		190293325-1	\$350.00 NC ✓
					190293626-1	
<b>PP0004079 Totals:</b>						<b>\$550.00</b>
PP0004101	GRABLE, TIANNA FAITH	11/16/2021	530412	R00064487	190284980-1	\$50.00 PY ✓ ✓
					190284982-1	
<b>PP0004101 Totals:</b>						<b>\$50.00</b>
PP0004112	GAMBLIN, DALLAS M	11/23/2021	530819	R00064585	190283826-1	\$20.00 PY ✓ ✓
<b>PP0004112 Totals:</b>						<b>\$20.00</b>
PP0004178	SHEELEY, APRIL DEAN	11/02/2021	529847	R00064332	190288174-1	\$25.00 PY ✓ ✓
		11/05/2021	530018	R00064387	190288174-1	\$50.00 PY ✓ ✓
<b>PP0004178 Totals:</b>						<b>\$75.00</b>
PP0004229	DENHAM, JOHN PAUL JR	11/03/2021	529903	R00064345	190292637-1	\$30.00 PY
		11/17/2021	530492	R00064500	190292637-1	\$50.00 PY ✓ ✓
<b>PP0004229 Totals:</b>						<b>\$80.00</b>
PP0004239	NELSON, QUIANA DENAE	11/05/2021	530002	R00064373	190290276-1	\$50.00 PY ✓
<b>PP0004239 Totals:</b>						<b>\$50.00</b>
PP0004242	AINSWORTH, JAMES RUSSELL	11/03/2021	529901	R00064343	190291856-1	\$50.00 PY ✓ ✓
<b>PP0004242 Totals:</b>						<b>\$50.00</b>
PP0004275	COX, GERALD DEAN	11/23/2021	530790	R00064576	190290354-1	\$25.00 PY ✓ ✓
<b>PP0004275 Totals:</b>						<b>\$25.00</b>
PP0004306	VILLAREAL, SEAN MICHAEL	11/26/2021	530977	R00064623	190291841-1	\$115.00 PY ✓
<b>PP0004306 Totals:</b>						<b>\$115.00</b>
PP0004316	HALL, JAMON RAMONE	11/05/2021	530001	R00064372	190293284-1	\$49.50 PY ✓ ✓
<b>PP0004316 Totals:</b>						<b>\$49.50</b>
PP0004343	KINCAID, SEBASTIEN ALON A	11/02/2021	529796	R00064317	190292837-1	\$30.00 PY ✓
<b>PP0004343 Totals:</b>						<b>\$30.00</b>
PP0004346	TURNER, JALISA LTIA	11/15/2021	530388	R00064470	190292939-1	\$50.00 PY ✓
<b>PP0004346 Totals:</b>						<b>\$50.00</b>
PP0004364	POWELL, CHRISTOPHER JOSEPH	11/30/2021	531171		190282065-1	\$20.00 AB ✓ ✓
		11/30/2021	531172		190282065-1	\$10.00 AB ✓ ✓
<b>PP0004364 Totals:</b>						<b>\$30.00</b>
PP0004378	WARRAN, ELIZABETH ANN	11/03/2021	529898	R00064341	190293442-1	\$20.00 PY ✓
<b>PP0004378 Totals:</b>						<b>\$20.00</b>
PP0004385	KELLY, JOSEPH B	11/01/2021	529787	R00064310	190293486-1	\$40.00 PY ✓
<b>PP0004385 Totals:</b>						<b>\$40.00</b>
PP0004396	MAYS, AMANDA L	11/09/2021	530164	R00064422	190285050-1	\$100.00 PY ✓ ✓
					190285051-1	
<b>PP0004396 Totals:</b>						<b>\$100.00</b>
PP0004401	WHITE, ANNETTE YVONNE	11/11/2021	530252	R00064450	190292537-1	\$100.00 PY ✓ ✓
					190292538-1	
<b>PP0004401 Totals:</b>						<b>\$100.00</b>

\* Indicates an overpayment was made on the Payment Plan



PP0004419	WILSON, TIMOTHY JAMES	11/05/2021	530012	R00064383	190289171-1	\$50.00 PY ✓ ✓
<b>PP0004419 Totals:</b>						<b>\$50.00</b>
PP0004424	SIMMONS, LARON D	11/23/2021	530882	R00064597	190292681-1	\$100.00 PY ✓ ✓
<b>PP0004424 Totals:</b>						<b>\$100.00</b>
PP0004426	WENDEL, JAMIE LEA	11/02/2021	529848	R00064333	190290649-1	\$50.00 PY ✓ ✓
		11/29/2021	531064	R00064632	190292028-1 190290649-1 190290322-1	\$100.00 PY ✓ ✓
<b>PP0004426 Totals:</b>						<b>\$150.00</b>
PP0004431	BROWN, SKYLER RAY	11/13/2021	530312	R00064465	190285273-1	\$50.00 PY ✓ ✓
<b>PP0004431 Totals:</b>						<b>\$50.00</b>
PP0004435	JACKSON, JEFFREY LEE	11/01/2021	529789	R00064312	190294532-1	\$20.00 PY ✓ ✓
<b>PP0004435 Totals:</b>						<b>\$20.00</b>
PP0004436	MAHONEY, BRIANDA NICOLE	11/16/2021	530463	R00064491	190289658-1	\$50.00 PY ✓ ✓
<b>PP0004436 Totals:</b>						<b>\$50.00</b>
PP0004437	JOHNSON, HALLIE LEIGH	11/10/2021	530206	R00064430	190294383-1	\$50.00 PY ✓
<b>PP0004437 Totals:</b>						<b>\$50.00</b>
PP0004444	NEEDHAM, JOYCE ELLEN	11/01/2021	529785	R00064307	190289654-1	\$20.00 PY ✓ ✓
<b>PP0004444 Totals:</b>						<b>\$20.00</b>
PP0004449	MUBARAK, TAUHIRAH AYESHA	11/15/2021	530382	R00064468	190294580-1	\$225.00 PY ✓
		11/16/2021	530464	R00064492	190294579-1 190294580-1	\$100.00 PY ✓
<b>PP0004449 Totals:</b>						<b>\$325.00</b>
PP0004451	CARUSO, GABRIELLA M	11/26/2021	530976	R00064622	190294805-1 190294806-1	\$113.25 PY ✓
<b>PP0004451 Totals:</b>						<b>\$113.25</b>
PP0004453	RUSSELL, THOMAS MICHAEL EARL	11/04/2021	529935	R00064362	190295038-1	\$25.00 PY ✓ ✓
		11/12/2021	530299	R00064457	190295038-1	\$25.00 PY ✓ ✓
		11/24/2021	530950	R00064614	190295038-1	\$50.00 PY ✓ ✓
<b>PP0004453 Totals:</b>						<b>\$100.00</b>
PP0004457	DOYLE, PATRICK JOSEPH	11/23/2021	530872	R00064594	140797337-1	\$50.00 PY ✓ ✓
<b>PP0004457 Totals:</b>						<b>\$50.00</b>
PP0004460	BESHORE, JENICE M.	11/01/2021	529788	R00064308	190293848-1	\$25.00 PY ✓ ✓
		11/23/2021	530895	R00064601	190293848-1	\$25.00 PY ✓ ✓
<b>PP0004460 Totals:</b>						<b>\$50.00</b>
PP0004461	WINKEL, KARENA MARIE	11/01/2021	529730	R00064296	190287954-1	\$100.00 PY ✓ ✓
		11/30/2021	531131	R00064654	190287960-1	\$100.00 PY ✓ ✓
<b>PP0004461 Totals:</b>						<b>\$200.00</b>
PP0004467	MAYS, RICHARD LEE JR	11/08/2021	530083	R00064398	190289276-1 190289277-1	\$150.00 PY ✓ ✓
<b>PP0004467 Totals:</b>						<b>\$150.00</b>
PP0004471	L&S DESIGN CO LLC, C/O SARAH PARK	11/22/2021	530671	R00064523	190293396-1	\$50.00 PY ✓ ✓
<b>PP0004471 Totals:</b>						<b>\$50.00</b>
PP0004473	WALKER, DARRION M	11/03/2021	529906	R00064347	190286411-1	\$100.00 PY ✓
		11/05/2021	530010	R00064381	190286411-1	\$132.50 PY ✓
<b>PP0004473 Totals:</b>						<b>\$232.50</b>
PP0004479	MARTINEZ, OSCAR	11/09/2021	530145	R00064416	190294973-1	\$100.00 PY ✓
<b>PP0004479 Totals:</b>						<b>\$100.00</b>
PP0004484	RHODES, CARMEN MICHELLE	11/04/2021	529939	R00064365	190288625-1	\$50.00 PY ✓ ✓
		11/12/2021	530306	R00064459	190288625-1	\$50.00 PY ✓ ✓
		11/25/2021	530973	R00064619	190288625-1 190289126-1	\$60.00 PY ✓ ✓
<b>PP0004484 Totals:</b>						<b>\$160.00</b>
PP0004487	ANDERSON, RYAN JOSHUA	11/03/2021	529896	R00064339	190287237-1	\$100.00 PY ✓ ✓
<b>PP0004487 Totals:</b>						<b>\$100.00</b>
PP0004491	DENNIS, JOSHUA LEE	11/01/2021	529739	R00064298	190295059-1	\$100.00 PY ✓
<b>PP0004491 Totals:</b>						<b>\$100.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0004492	WILLIAMSON, TRACI GALE	11/15/2021	530389	R00064471	190292936-1 190292937-1	\$200.00 PY ✓
<b>PP0004492 Totals:</b>						<b>\$200.00</b>
PP0004494	RINALDI, AYDEN O'NEAL	11/02/2021	529812	R00064322	190294983-1	\$20.00 PY ✓
		11/09/2021	530150	R00064418	190294983-1	\$20.00 PY ✓
		11/16/2021	530449	R00064490	190294983-1	\$20.00 PY ✓
		11/22/2021	530677	R00064526	190294983-1	\$20.00 PY ✓
<b>PP0004494 Totals:</b>						<b>\$80.00</b>
PP0004507	BAKER, GREGORY SCOTT	11/15/2021	530409	R00064484	190288412-1	\$107.50 PY ✓
<b>PP0004507 Totals:</b>						<b>\$107.50</b>
PP0004508	CORSAUT, ALEXA BETH	11/12/2021	530283	R00064452	190285559-1	\$85.00 PY ✓
<b>PP0004508 Totals:</b>						<b>\$85.00</b>
PP0004509	DAVIS, COLE TYLER	11/10/2021	530233	R00064433	190294014-1	\$125.00 PY ✓
<b>PP0004509 Totals:</b>						<b>\$125.00</b>
PP0004510	RUTH, BRYAN M	11/02/2021	529871	R00064338	190291156-1	\$5.00 PY ✓
		11/29/2021	531121	R00064647	190291156-1 190291157-1	\$175.00 PY ✓
<b>PP0004510 Totals:</b>						<b>\$180.00</b>
PP0004511	WADE, DESIRAE JADE	11/09/2021	530140	R00064414	190295487-1	\$100.00 PY ✓
		11/22/2021	530589	R00064519	190295487-1	\$100.00 PY ✓
<b>PP0004511 Totals:</b>						<b>\$200.00</b>
PP0004512	EISENBRANDT, DAVID WILLIAM	11/09/2021	530149	R00064417	190295952-1	\$100.00 PY ✓ ✓
		11/29/2021	531065	R00064633	190296386-1	\$100.00 PY ✓ ✓
<b>PP0004512 Totals:</b>						<b>\$200.00</b>
PP0004515	HOWELL, JOSHUA ALEXANDER	11/09/2021	530157	R00064420	190294939-1	\$50.00 PY ✓ ✓
<b>PP0004515 Totals:</b>						<b>\$50.00</b>
PP0004517	KOHLMEYER, JENNIFER JO	11/18/2021	530572	R00064511	190294468-1	\$101.50 PY ✓
<b>PP0004517 Totals:</b>						<b>\$101.50</b>
PP0004522	MANNEY, JORDAN IVON	11/23/2021	530772	R00064568	190295340-1 190295362-1	\$180.00 PY ✓ ✓
<b>PP0004522 Totals:</b>						<b>\$180.00</b>
PP0004523	BETHA, KYIERRE SHARDINE	11/23/2021	530779	R00064572	190295310-1	\$25.00 PY ✓ ✓
<b>PP0004523 Totals:</b>						<b>\$25.00</b>
PP0004525	BYRD, JACK CAMERON	11/29/2021	531088	R00064637	190295544-1	\$100.00 PY ✓
<b>PP0004525 Totals:</b>						<b>\$100.00</b>
PP0004529	LEWIS, DOMINICK R	11/23/2021	530818	R00064584	190294542-1	\$230.00 PY ✓ ✓
<b>PP0004529 Totals:</b>						<b>\$230.00</b>
PP0004531	CALLAHAN, DOMINICK JOHN	11/23/2021	530831	R00064587	190289632-1	\$80.00 PY ✓ ✓
<b>PP0004531 Totals:</b>						<b>\$80.00</b>
PP0004534	TAYLOR, MACIE CALE	11/23/2021	530869	R00064593	190295327-1	\$70.00 PY ✓ ✓
<b>PP0004534 Totals:</b>						<b>\$70.00</b>
PP0004535	BRUMMER, JODI LYNN	11/23/2021	530894	R00064600	190295063-1 190295064-1	\$250.00 PY ✓ ✓
<b>PP0004535 Totals:</b>						<b>\$250.00</b>
PP0004544	MCCALLOP, ANDRE SCHAUN JR	11/30/2021	531183	R00064658	190293334-1	\$150.00 PY ✓ ✓
<b>PP0004544 Totals:</b>						<b>\$150.00</b>

**Report Totals**

**\$8,230.25**

\* Indicates an overpayment was made on the Payment Plan



# My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2021 10:35:50 AM

**Totals For Filed Date From 11/01/2021 To 11/30/2021**

**Posted Fee Totals For Posted Date From 11/01/2021 To 11/30/2021**

## Violations By Filed Date

City Ordinance	61
IPMC CODE	16
MOVING TRAFFIC	312
Parking	2
Traffic	152
<b>Total Violations Filed:</b>	<b>543</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	10
IPMC CODE	1
MOVING TRAFFIC	54
Traffic	61
CL	126
<b>Total Violations Completed-Paid Fines:</b>	<b>126</b>

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	42
IPMC CODE	1
MOVING TRAFFIC	55
Traffic	89
CL	187

### DC-Dismissed by Complainant

City Ordinance	1
DC	1



# My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2021 10:35:50 AM

**Totals For Filed Date From 11/01/2021 To 11/30/2021**

**Posted Fee Totals For Posted Date From 11/01/2021 To 11/30/2021**

## Violations Completed-Before Judge By Filed Date

### DI-CLOSED BY SIS

MOVING TRAFFIC	5	
DI		5

### DP-Dismissed by Prosecutor

City Ordinance	11	
MOVING TRAFFIC	32	
Traffic	2	
DP		45

### DW-DISMISSED NO WITNESS

City Ordinance	5	
MOVING TRAFFIC	1	
DW		6

### DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	3	
MOVING TRAFFIC	18	
DX		21

**Total Violations Completed-Before Judge: 265**

## Violations Completed-Other By Filed Date

### DO-DISMISSED BY OFFICER

City Ordinance	3	
IPMC CODE	1	
DO		4



# My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2021 10:35:50 AM

**Totals For Filed Date From 11/01/2021 To 11/30/2021**

**Posted Fee Totals For Posted Date From 11/01/2021 To 11/30/2021**

## Violations Completed-Other By Filed Date DS-DISMISSED STATE CHARGES

City Ordinance	1	
DS		1
<b>Total Violations Completed-Paid Fines:</b>		<b>5</b>

<b>Total Violations Completed-Paid Fines:</b>	<b>126</b>
<b>Total Violations Completed-Before Judge:</b>	<b>265</b>
<b>Total Violations Completed-Before Jury:</b>	<b>0</b>
<b>Total Violations Completed-Before Teen Court:</b>	<b>0</b>
<b>Total Violations Completed-Other:</b>	<b>5</b>
<b>Total Violations Completed:</b>	<b>396</b>
<b>Total Violations Filed:</b>	<b>543</b>
<b>Net Difference Filed - Completed:</b>	<b>147</b>

## Warrants Issued

City Ordinance	82		
MOVING TRAFFIC	81		
Traffic	78		
<b>Total Warrants Issued:</b>	<b>241</b>	<b>Total Violations:</b>	<b>241</b>

## Warrants Cleared

City Ordinance	106
IPMC CODE	7
MOVING TRAFFIC	112
Traffic	86



# My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2021 10:35:50 AM

**Totals For Filed Date From 11/01/2021 To 11/30/2021**

**Posted Fee Totals For Posted Date From 11/01/2021 To 11/30/2021**

UNUSED	1		
Total Warrants Cleared:	312	Total Violations:	312
Total Warrants Issued:	241		
Total Warrants Cleared:	312		
Net Difference:	-71		

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	2		
MOVING TRAFFIC	4		
AJ		6	

### CD-Completion date for school(s)

MOVING TRAFFIC	6		
CD		6	

### CN-Continued Arraignment

City Ordinance	3		
IPMC CODE	3		
MOVING TRAFFIC	3		
Traffic	3		
CN		12	

### IA-Initial Arraignment

MOVING TRAFFIC	1		
IA		1	

### PP-Payment plan



# My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2021 10:35:50 AM

**Totals For Filed Date From 11/01/2021 To 11/30/2021**

**Posted Fee Totals For Posted Date From 11/01/2021 To 11/30/2021**

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## Violations Completed-Other Paid By Filed Date

City Ordinance	13
IPMC CODE	1
MOVING TRAFFIC	18
Traffic	8
UNUSED	1
PP	41

## WI-Warrant Issued

City Ordinance	12
MOVING TRAFFIC	11
Traffic	5
WI	28
<b>Total Violations Completed-Other Paid:</b>	<b>94</b>

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# My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2021 10:35:50 AM

Posted Fee Totals For Posted Date From 11/01/2021 To 11/30/2021

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,160.00
CC (76)	COURT COSTS	\$3,374.32
CN (CA)	COURT NOTIFCATION AUTOMATION	\$672.15
CVC2 (74)	CRIME VICTIMS CITY	\$101.01
CVS2 (CV)	CRIME VICTIMS STATE	\$1,915.22
DM (82)	DOMESTIC VIOLENCE	\$546.00
DWI (77)	DWI RECOVERY COST	\$800.00
FINE (76)	FINE	\$31,088.78
ILFC (83)	ILF- CITY	\$277.00
IS (IS)	INMATE SECURITY FUND	\$538.18
OP (CS)	Overpayment	\$0.00
RST (RS)	RESTITUTION	\$305.00
SR (SR)	SHERIFF RETIREMENT	\$0.00
SR ADJ (76)	SR ADJUSTMENT +\$3	\$118.97
TFC (78)	TRAINING FUND CITY	\$546.00
TFS (81)	TRAINING FUND STATE	\$268.62

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**Report Totals:** **\$42,711.25**

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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 11/2021
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis		E-mail Address: beltoncourts@beltonmocourt.org	iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) ROSS NIGRO		Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL
<b>II. MONTHLY CASELOAD INFORMATION</b>			
	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	138	3,978	1,540
B. cases (citations / informations) filed	8	457	78
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	7	10
3. court / bench trial - NOT GUILTY	0	18	3
4. plea of GUILTY in court	9	144	43
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	1	113	10
6. dismissed by court	0	1	5
7. <i>nolle prosequi</i>	3	30	17
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>13</b>	<b>313</b>	<b>88</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	133	4,122	1,530
E. Trial de Novo and / or appeal applications filed	0	0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	241	# issued during period	0
2. # served/withdrawn during reporting period	312	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	4,866		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 11/2021
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$21,379.62		
Clerk Fee - Excess Revenue	\$2,448.14		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$76.59		
Bond forfeitures (paid to city) - Excess Revenue	\$737.50		
<b>Total Excess Revenue</b>	\$24,641.85		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$10,500.28		
Clerk Fee - Other	\$1,203.18		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$268.62		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,915.22		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$24.42		
Law Enforcement Training (LET) Fund surcharge	\$546.00		
Domestic Violence Shelter surcharge	\$546.00		
Inmate Prisoner Detainee Security Fund surcharge	\$538.18		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$305.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,422.50		
<b>Total Revenue Other</b>	\$17,269.40		
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Other Disbursements</b>	\$800.00
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$42,711.25
Overpayment - Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
DWI RECOVERY COST	\$800.00	<b>Total Disbursements</b>	\$42,711.25

Verona Municipal Division	Versailles Municipal Division	Viburnum Municipal Division	Vienna Municipal Division (T
Village of Airport Drive Munic	Village of Four Seasons Mun	Village of Glen Echo Park M	Village of Marlborough Munic
Village of Miramiguo Park M	Village of Praethersville Mun	Village of Windsor Place Mur	Village of Winston Municipal
Vinita Park Municipal Divisi	Walker Municipal Division (T	Walnut Grove Municipal Divis	Wardell Municipal Division
Wardsville Municipal Division	Warrensburg Municipal Divis	Warrenton Municipal Divisor	Warsaw Municipal Division
Warson Woods Municipal Di	Washburn Municipal Division	Washington Municipal Divisic	Waverly Municipal Division (
Waynesville Municipal Divisic	Weatherby Lake Municipal D	Webb City Municipal Divisor	Webster Groves Municipal D
Weldon Spring Municipal Div	Wellington Municipal Divisor	Wellston Municipal Division	Wellsville Municipal Division
Wentzville Municipal Division	West Plains Municipal Divisic	Weston Municipal Division	Westwood Municipal Divisor
Westwood Municipal Divisor	Wheaton Municipal Division	Whitewater Municipal Divisio	Wildwood Municipal Division
Willard Municipal Division	Williamsville Municipal Divisic	Willow Springs Municipal Div	Winchester Municipal Divisio
Windsor Municipal Division (	Winfield Municipal Division (T	Winona Municipal Division (T	Wood Heights Municipal Divi
Woodson Terrace Municipal I	Wright City Municipal Divisio	Wyatt Municipal Division	
	reloadMdsrList	MDSR	17th
Cass	Belton Municipal Division	ellistal	<input type="button" value="Select"/> <input type="button" value="Select"/>

## 17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	12	Cass	17th
Belton Municipal Division	79	new	new
0	<input type="button" value="Select"/>		

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### Reporting Period Year

2021	November
2021	October
2021	September
2021	August
2021	July
2021	June
2021	May
2021	April
2021	March
2021	February

### Reporting Period M

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- [1](#)
- [2](#)
- [3](#)
- [4](#)
- [5](#)

# **SECTION VIII**

## **C**

**R2021-91**

**A RESOLUTION APPROVING THE ENGAGEMENT OF BAKER TILLY US, LLP TO ASSIST WITH CLIENT ADVISORY SERVICES RELATED TO GENERAL FUND COST ALLOCATIONS.**

**WHEREAS**, the City has common administrative costs that are paid by the General Fund; and

**WHEREAS**, the Mayor and City Council have determined it is the best interest of the City to engage a professional firm to assist the City in reviewing and updating its General Fund cost allocations to the Golf, Street, Water, Sewer, Solid Waste Disposal, Park and Hotel/Motel Tax Funds; and

**WHEREAS**, Baker Tilly US, LLP has submitted a proposal for professional services to meet the City's needs.

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

**Section 1.** That the City Council approves the engagement letter between the City of Belton, Missouri and Baker Tilly US, LLP to assist the City in reviewing and updating its General Fund cost allocations to the Golf, Street, Water, Sewer, Solid Waste Disposal, Park and Hotel/Motel Tax Funds attached as **Exhibit A** and considered part of this resolution.

**Section 2.** That the Assistant City Manager/Finance Director is hereby authorized and directed to execute the letter on behalf of the City.

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

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

Date: November 19, 2021

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

RE: Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (“Baker Tilly”) and its affiliates are being engaged by the City of Belton, Missouri (the “Client”) to assist the Client with advisory services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

## **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

## **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

## **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.



## **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

## **Other Matters**

### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

### Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

### Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-

4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

### **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Nicholas R. Dragisich  
Managing Director

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

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

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

## **Attachment A Important Disclosures**

### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

## Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**RE: General Fund Cost Allocation Study DATE: October 29, 2020**

This Scope Appendix is attached by reference to the above-named agreement (the “Agreement”) between the City of Belton, Missouri (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP.

**Scope of Work**

The purpose of this study is to assist the City of Belton, Missouri in reviewing and updating its General Fund cost allocations to the Golf, Street, Water, Sewer, Solid Waste Disposal, and Park Funds and to review and make recommendations relative to allocating General Fund costs to the Hotel/Motel Tax Fund.

**Task 1**

**Review Background Information**

- Review the current cost allocations to each Fund and the basis of the allocations
- Review the City’s current policies, goals, and objectives for direct cost and overhead allocations to other funds
- Review the City’s current operating budget for all funds
- Review the most recent Comprehensive Annual Financial Report
- Analyze the City’s operating expenses by department to determine the areas likely to provide direct support to the Golf, Street, Water, Sewer, Solid Waste Disposal, Parks, and Hotel/Motel Tax Funds.

**Task 2**

**Data Collection**

- Meet with the City administration and Finance Director to review project approach and process
- Meet with City Department heads that provide services to the Golf, Street, Water, Sewer, Solid Waste Disposal, Park, and Hotel/Motel Tax Funds to review and discuss the services they provide and the manner in which they are provided and to identify staff involved
- Collect data needed to determine the time and resources that can be allocated to providing services to the Golf, Street, Water, Sewer, Solid Waste Disposal, Park, and Hotel/Motel Tax Funds
  - Direct salary cost for each employee providing services
  - Related personnel costs for each employee (i.e., fringe benefits, vacation, sick leave, etc.)
  - Average time and resources need to provide each service
  - Related non-personnel operating cost
  - Identify any training and/or continuing education required for providing the service
  - Related departmental indirect overhead and administrative costs
- Collect data needed to determine the time and resources related to City-wide administrative/overhead costs including:
  - Supervisory, accounting, purchasing, IT, legal, human resources, vehicles, equipment, insurances, facility space utilization, and others as appropriate
- Analyze the information to identify any omissions and/or inconsistencies and collect additional data as needed

### **Task 3**

#### **Data Analysis**

- Develop a rationale, process, and cost allocation system for allocating the direct and indirect cost of services provided to the Golf, Street, Water, Sewer, Solid Waste Disposal, Park, and Hotel/Motel Tax Funds. The Allocated costs will include:
  - Amount of time each employee devotes to providing services
  - Direct salary cost for each employee
  - Related personnel costs for each employee (I.e., fringe benefits, vacation, sick leave costs. Etc.)
  - Related supplies consumed in the provisions of the service
  - Related departmental indirect administrative and overhead costs including:
    - ✓ Supervision and management
    - ✓ Planning
    - ✓ Accounting
    - ✓ Purchasing
    - ✓ Reporting
    - ✓ Management information systems
    - ✓ Buildings
    - ✓ Vehicles
    - ✓ Equipment
    - ✓ Facility operation and maintenance
    - ✓ Insurances
    - ✓ Any other indirect costs
    - ✓ Total cost for each service
  - City-wide overhead and administrative costs
- Develop a rationale and a process that will enable the City to make annual adjustment to the cost allocations to maintain the system going forward
- Meet with City to present and to review data analysis, rationale, process, and preliminary cost allocation system. Based on this review, we will modify or change the cost allocation system and recommendations incorporating the City's comments as appropriate.

### **Task 4**

#### **Provide Memorandum Recommending Cost Allocations to the Golf, Street, Water, Sewer, Solid Waste Disposal, Park and Hotel/Motel Tax Fund**

- Baker Tilly will prepare a Memorandum of Findings that will contain our findings and recommendations. We will submit an electronic copy to the City.
- Baker Tilly will review the Memorandum of Finding with City at either regular or special meeting

#### Deliverables

A Memorandum of Findings summarizing our recommendation will be provided to the City.

**Project Team**

Your engagement team consists of dedicated professionals who are utility and public sector specialists as well as experienced business advisors, who understand your needs, are proactive in identifying issues and creative and flexible in providing solutions. Each member of this team is deeply committed to providing you with Exceptional Client Service. The following tables describe the roles and qualifications of your engagement team members.

<b>Project Manager</b>	<b>Nicholas Dragisich, P.E., Firm Director</b>
	<p><b>Qualifications:</b> Nick is team leader for BTUS’s financial management practice. He has more than 30 years of management experience, including service as a city administrator, assistant city manager and city engineer. As the Assistant City Manager – Operations for Spokane, Washington, his departments included Capital Programs Planning/G.I.S., Engineering Services, Real Estate, Building Codes, Environmental Programs, General Services, Planning, Solid Waste Collection and Recycling, Transportation, Wastewater and Stormwater Management, and Water and Hydroelectricity. He joined Baker Tilly in 2000 and became the management consulting services practice group leader in 2003. Nick has been directly responsible for or involved in numerous utility rate studies and cost analyses, long-range financial planning models, organizational management studies, staffing analyses, fiscal impact studies, as well as developing many Excel®-based computer models for clients in California, Iowa, Illinois, Indiana, Kansas, Maryland, Minnesota, Montana, Missouri, Nebraska, New York, North Carolina, North Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. He holds a Master of Business Administration, a bachelor’s degree in civil engineering and is a licensed professional engineer in Minnesota and Washington. Nick is also MSRB Municipal Advisor Series 50 Qualified.</p>
<b>Project Support</b>	<b>Patty Kettles, Director</b>
	<p><b>Qualifications:</b> Patty has more than 24 years of experience working with BTUS clients on various projects, including performing utility rate analyses and financial feasibilities, financing options, capital improvement programming and debt management. Patty holds a Master of Business Administration from the University of St. Thomas and a Bachelor of Science degree in Finance from the University of Minnesota. She is also MSRB Municipal Advisor Series 50 Qualified.</p>
<b>Project Support</b>	<b>Matt Stark   Manager</b>
	<p><b>Qualifications:</b> Matt is a manager with Baker Tilly’s financial management group. With the firm since 2002, he applies his analytical expertise to new challenges within the fields of strategic planning, operational finance, organizational management and human resources and economic development. He provides technical and analytical assistance on financial planning models, assists and advises clients on employee classification and compensation systems, performs cost-benefit analyses on economic development projects and is responsible for our electronic facilitation system. Since 2015, Matt has served as the primary analytical resource for Baker Tilly’s scientific survey group, applying his talents to survey structure and language, methodology, and analysis of responses.</p> <p>Matt holds a degree in physics. Matt earned a degree in Physics from Penn State University.</p>



### **Client Responsibilities**

In order to conduct this study, the City will need to designate a staff member to serve as a project manager. This person will be responsible for assisting Baker Tilly with gathering accurate and timely data needed to complete the project and to assist in arranging for required meetings. At a minimum the following information will be needed to complete the study:

- Current City budget with line-item detail
- Most recent Comprehensive Annual Financial Report
- Current cost allocations each Fund and the basis of the allocations
- Current policies, goals, and objectives for direct cost and overhead allocations to other funds
- Personnel information for employees providing support services
- Understand the work will be performed as appropriate for the type of work being performed subject to the current COVID 19 restrictions and guidelines of both the City and Baker Tilly

### **Anticipated Schedule**

We will complete the Study within 8 - 10 weeks of receiving the requested information. The timeline provided assumes that all necessary information is made available to Baker Tilly in a timely manner and that City staff is available for required meetings. This draft schedule does not anticipate any unforeseen delays or other circumstances that would result in a later completion date.

### **Meeting project schedules**

BTUS has a long history of successfully meeting our clients' schedules and we are committed to meeting the anticipated schedule proposed. We believe in extensive planning and continuous project management to ensure that key personnel are available when needed and all deliverables are completed on time or ahead of schedule.

### **Remote work**



For BTUS, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. In most cases, our firm has directed all professionals to work remotely for the time being. We are prepared to deliver exceptional client service though remote means.

The City's engagement team has various tools enabling them to assist you from any location. BTUS professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When BTUS and the City are not able to meet in person, we have web conferencing software – including Zoom, WebEx and Microsoft® Teams – to quickly set up online meetings.

**SCOPE APPENDIX to  
Engagement Letter dated: November 19, 2021  
Between the City of Belton, Missouri and  
Baker Tilly US, LLP**

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for the City and BTUS to come together, share files, assign tasks and track activity in a secure environment. Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available. We also recently began using Microsoft® Teams, which facilitates easier communication and project management.

**Compensation and Invoicing**

Baker Tilly proposes to complete this study as described for the lump sum fee of \$24,000 excluding any related out-of-pocket expenses. Baker Tilly would invoice for work completed on a monthly basis.

**Additional Work**

Should the City of Belton request and authorize additional work outside the scope of services described in this proposal we would invoice the City at either our standard hourly fees or at an agreed upon fee based on the additional scope requested. Additional work includes work outside the scope of services as described in this work plan including, but not limited to:

- Work related to a special request
- Additional on-site meetings or presentations
- Additional cost allocations
- Project delays exceeding four weeks attributable to the City

**Standard Hourly Rates**

<b>Title</b>	<b>2020 Hourly Rate</b>
Principal, Partner	\$320
Director/Senior Manager	\$270
Manager	\$225
Staff	\$165
Associates	\$80

**Conflicts of Interest**

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

**Termination**

This Scope Appendix will terminate according to the terms of the Agreement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

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

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

# **SECTION VIII**

## **D**

**R2021-92**

**A RESOLUTION AUTHORIZING AND APPROVING THE CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND FLOCK GROUP INC. FOR HARDWARE, SOFTWARE, AND SERVICES FOR STATIONARY LICENSE PLATE READER CAMERAS.**

**WHEREAS**, in the FY2022 budget, money (\$22,000) was allocated for the purchase of a mobile License Plate Reader (LPR); and

**WHEREAS**, while this type of LPR is effective, it can only be in one place at a time and has limited capability; and

**WHEREAS**, the Belton Police Department has found stationary license plate readers would be better use of this money as they can be placed in strategic locations and read all vehicle plates that come within their field of view. They provide images 24x7x365 which can later be viewed by police department staff during investigations; and

**WHEREAS**, the Belton Police Department is reallocating the funds for the Mobile License Plate Reader to the cost of 8 stationary license plate reader cameras. The total amount for the 8 cameras is \$20,000.00 per year with a \$2,000.00 one-time activation fee; and

**WHEREAS**, the City Council has determined the stationary license plate readers are in the best interest of the City and public safety.

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

**SECTION 1.** That the City Council hereby authorizes and approves the agreement with Flock Group Inc. to purchase the hardware, software, and services for eight (8) stationary LPRs in the amount of \$22,000.00.

**SECTION 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

**SECTION 3.** That this resolution shall be in full force and effect from and after the date of its passage and approval.

Duly read and passed this \_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

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

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

# Memo

## Belton, Missouri Police Department

**To:** Chief Scott Lyons  
**From:** Lt. Norman Shriver  
**Date:** 11-17-21  
**Re:** License plate readers



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In the current year's budget, money (\$22,000) was allocated for the purchase of a mobile license plate reader (LPR which was to be put on a vehicle for the purpose of finding vehicles that had been entered in MULES as stolen along with known associates of the vehicle that had outstanding warrants. While this type of LPR is effective, it can only be in one place at a time and has a limited number of "hits" due to the car being out of service or the officer being on other assignments. It is only truly effective when the vehicle is in motion.

While during research on the matter, Lt Davis and myself talked to representatives from Flock Safety who told us about their stationary camera solution. These cameras are placed in strategic locations and process all vehicle plates that pass within its view. This provides images in these location 24x7x365 which can later be viewed by police department personnel during investigations. Lt. Davis and I determined eight locations to place camera along 58 Hwy and N Cedar Street. The cost of 8 cameras is \$20,000.00 per year with a \$2,000.00 onetime activation fee.

Other reasons this solution would be better than a vehicle mounted unit are

1. The database is searchable from many aspects, such as vehicles with bumper stickers, vehicle types such as cars, SUVs, trucks etc.
2. Details such as roof racks, missing plates, covered plates can also be searched.
3. Officers in an area where cameras are located can log into the system and get alert only from those cameras in that area or they can log in and get alert from all the cameras as they occur.

4. The Flock Safety solution is the same system that the City of Raymore is currently having installed and as a partner the police departments could give each other permissions to access their camera.

It is the recommendation of Lt. Davis and myself that we use the money allocated for a mobile system and put it toward the Flock Safety solution. In addition, a budget amendment would be necessary for the activate fee. This should be able to be taken out of the Public Safety Sales Tax.

Below is the Flock Safety sole source letter.

Respectfully submitted

*Lt. Norman Shriver*

Lt. Norman Shriver



# flock safety

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## **Sole Source Letter for Flock Safety ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

### **The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Only LPR provider with "Multi-Geo Search" which can connect multiple crimes across different locations to a common suspect vehicle to expedite case clearance

# flock safety

- Only LPR provider with “Convoy Analysis” which can identify suspect vehicles frequently traveling together to provide accomplice leads in serial or organized crimes
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com (Flock is the only Axon LPR integration partner)
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Integration of onboard cameras on all Police Vehicles with Flock System
- Share data across Law Enforcement Departments on a National level
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate • Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- Privacy controls to enable certain vehicles to “opt-out” of being captured
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Natively integrated audio and gunshot detection capabilities
- Covert industrial design for minimizing visual pollution
- Lifetime maintenance and support included in subscription price
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation



Thank you,

Garrett Langley CEO, Flock Safety

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<b>Agency:</b> MO - Belton PD	<b>Contact Name:</b> Dan Davis
<b>Legal Entity Name:</b>	
<b>Address:</b> 7001 E 163rd St Belton, Missouri 64012	<b>Phone:</b> 816-331-5522 <b>E-Mail:</b> ddavis@beltonpd.org
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 12 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
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<b>Name</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
Flock Falcon Camera	\$2,500.00	8.00	\$20,000.00
Implementation Fee	\$250.00	8.00	\$2,000.00

**(Includes one-time fees)**

Year 1 Total \$22,000.00

Recurring Total: \$20,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: MO - Belton PD**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

**WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

#### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software.

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.12 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.13 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.15 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## **2. SERVICES AND SUPPORT**

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency 's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("*User ID*"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SAID THIRD PARTY SERVICE PROVIDERS ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

**2.4 Usage Restrictions.** The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("*Permitted*

*Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to



the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency 's direct actions or by the actions of parties associated with the Agency , the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

## **2.7 Installation Services.**

**2.7.1 Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") requested by the Agency will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have final discretion on installation and Reinstalls.

**2.7.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or

local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc., if necessary), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

*2.7.3 Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

*2.7.4 Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to

enforce any other legal remedy or right. In the event of natural expiration of this Agreement, Flock shall remove Flock Hardware at no additional cost to Agency.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency waives any warranties hereunder for any self-installed Hardware, and Flock shall not be liable for failure to respond to any maintenance requests for self-installed Hardware. Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.10 Changes to Platform.** Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its Agency s, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Missouri, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses. including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency 's installation obligations, or otherwise from Agency 's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### 4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** This provision is subject to any obligations under FOIA and state-specific Public Records Acts. Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“*Agency Data*”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency ’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may

store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data. Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the

Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

## **5. PAYMENT OF FEES**

**5.1a Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30<sup>th</sup> day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30<sup>th</sup> day following receipt of invoice.

**5.2 Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

## **6. TERM AND TERMINATION**

**6.1a Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Initial Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Initial Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.2 Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Falcon Camera (Flock Hardware). Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.



**6.3 Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

**6.5 No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently

lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware, Agency Hardware or Embedded Software in any manner, including operation of the Flock Hardware, Agency Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock or the Agency Hardware manufacturer; (b) damage, alteration, or modification of the Agency Hardware, Flock Hardware or Embedded Software in any way which would cause Agency Hardware, Flock Hardware or Embedded Software to malfunction; or (c) combination of the Agency Hardware or Embedded Software with software, Agency Hardware or other technology that was not expressly authorized by Flock.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF MISSOURI.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 **Force Majeure.** Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF MISSOURI.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

## **9. RECORD RETENTION**

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the

data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## **10. MISCELLANEOUS**

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Missouri will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the

United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Missouri by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

**10.7 Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

# flock safety

Let's defeat crime together.™



## CUSTOMER IMPLEMENTATION GUIDE

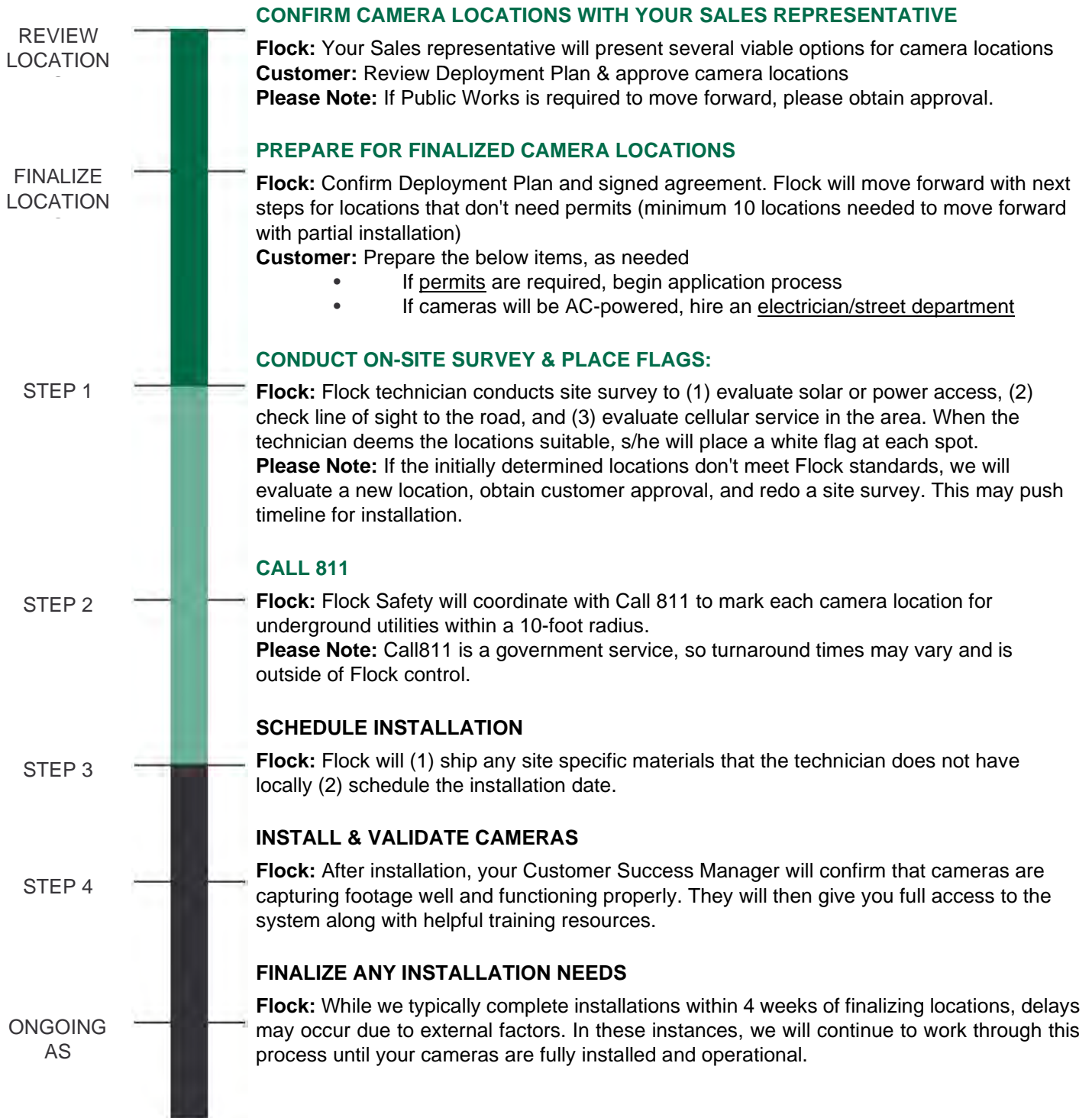


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# IMPLEMENTATION TIMELINE


This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# IMPLEMENTATION

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 <p data-bbox="293 835 553 905"><b>Customer Success Manager</b></p>	<p>Your <b>Customer Success Manager</b> is your <b>strategic partner</b> for your lifetime as a Flock customer.</p> <p>They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss:</p> <ul style="list-style-type: none"> <li>• Training</li> <li>• Benefits of features</li> <li>• Best practices for getting relevant data</li> <li>• Opportunities to expand the security network in your area</li> <li>• Feedback on your partnership with Flock</li> </ul>
 <p data-bbox="277 1318 578 1346"><b>Flock Safety Support</b></p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To <b>get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a>. Support can help you:</p> <ul style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul>
 <p data-bbox="253 1738 602 1808"><b>Product Implementation Specialist</b></p>	<p>Your <b>Product Implementation Specialist</b> is your <b>technical product expert</b>. They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to:</p> <ul style="list-style-type: none"> <li>• Review the cameras in your deployment</li> <li>• Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product</li> <li>• If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).</li> </ul>

# IMPLEMENTATION

 <p><b>Field Operations Team</b></p>	<p>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.</p> <p>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.</p> <p><b>*Note*</b>: For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not to the technician.</p>
---	---

**Please Note:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
<b>Electrician/Street Department</b>	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
<b>Public Works (LE)</b>	To weigh in on use of public Right of Ways or property
<b>Department of Transportation (DOT), City, or County Agencies</b>	If installation in your area requires permitting

# THINGS TO CONSIDER

## PICKING LOCATIONS

### Falcon Cameras

- Use Cases

- Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.

- Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections

- Placement

- They capture vehicles driving away from an intersection.

- They cannot point into the middle of an intersection.

- They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.

- Mounting

- They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. **\*\*NOTE\*\*** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.

- They should be mounted one per pole\*. If using AC power, they can be mounted 2 per pole.

\*Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

- They can be powered with solar panels or direct wire-in AC Power (no outlets). **\*\*NOTE\*\*** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.

- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images

- Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:

- Flock will request use of a bucket truck through the customer or Public Works

- If a bucket truck is not available through the customer, Flock will have to procure one.

**\*\*Note\*\*** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability

- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

### Solar Panels

- Solar panels need unobstructed southern-facing views



# CUSTOMER

## AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. *See steps 2 and 6 below.*



### Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

### How to Get Started with a Powered Install

- 1. Create a Deployment Plan**  
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**  
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**  
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**  
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**  
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**  
Notify the electrician that the camera is ready for the power connection installation.

flock safety | [www.flocksafety.com](http://www.flocksafety.com) | 866-901-1781

Visit [flocksafety.com/power-install](http://flocksafety.com/power-install) for the full plan, FAQs & to get started!

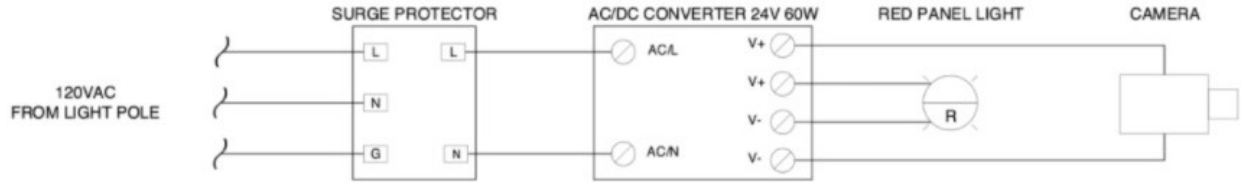
# ELECTRICIAN

## Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:
  - Southeast Region** - (678) 562-8766
  - West-Region** - (804) 607-9213
  - Central & NE Region** - (470) 868-4027



# ELECTRICIAN





## FAQS ABOUT AC-POWERED FLOCK CAMERAS

### What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

### How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

### Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.



### How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

## What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

## Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

## How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

## What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

## What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

## When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

## What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

## What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

## INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit <i>(as needed)</i>	Engineering Drawings	
Solar Panels <i>(as needed)</i>	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASHpoles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees <i>(review Fees Sheet for more details)</i>	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results



## PERMITTING:

# PRE-INSTALL QUESTIONNAIRE

### 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

### 2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.

Note: If height is greater than 15 feet tall, a bucket truck is **required**.

### 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?



- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control required (cones, arrowboards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department



## FEE SCHEDULING

### \*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

\*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

## HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

**How do I search camera footage?How do I add a user?**

**How do I add a vehicle to my own Hot List?**

**How do I enable browser notifications for Hot List alerts?How do I get text alerts for Hot List?**

**How do I request camera access from other nearby agencies?**

**How do I use the National Lookup to search for a plate?**

*(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)*

**How do I reset my / another user's password?**

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## CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com).

They can help answer any “How-To” questions you may have.





(866) 901-1781 | 1170 Howell Mill Rd NW, Unit 210, Atlanta, GA 30318 | flocksafet

# **SECTION VIII**

## **E**

**R2021-93**

**A RESOLUTION APPROVING ACTIONS OF THE ACTING CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY SANITARY SEWER MAIN REPAIR LOCATED AT FIRE STATION 2 AND RATIFYING TASK AGREEMENT NO. 2021-5 IN THE AMOUNT OF \$31,342.97.**

**WHEREAS**, the Acting City Manager, in conference with the Public Works Director and Water Services Manager, determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue for a pipe failure located near 163<sup>rd</sup> Street and Mullen Road; and

**WHEREAS**, using On-Call Professional Services Contract for Water, Wastewater, Stormwater, and Other City Assets Agreement per Resolution 2021-45, Breit Construction, LLC (Breit) was contacted for emergency repair services. The scope of work included removing 10 feet of water main and replacing 14 feet of 8-inch sewer main at a total cost \$31,342.97. Sanitary sewer maintenance is an FY2022 budgeted item; and

**WHEREAS**, the City Council believes that Task Agreement 2021-5 with Breit Construction, LLC accurately reflects the sanitary sewer repair performed on an emergency basis.

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

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

**SECTION 2.** That Task Agreement No. 2021-5, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$31,342.97 is hereby authorized and ratified.

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

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Mayor Norman K. Larkey, Sr.

ATTEST:

---

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

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



**PUBLIC WORKS**  
**City of Belton – Public Works**  
**Task Agreement**

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

Ordinance or Resolution: n/a	Task Agreement No: TA 2021-6 Emergency Repair Fire Station 2 Sanitary Sewer	Funding Amount: \$ 31,342.97 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:n/a
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Project Title: Emergency Repair Fire Station 2 Sanitary Sewer

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Don Tyler, Jr. – Water Services Manager
---	--

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
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PROJECT Scope (can be in the form of an attachment):  
 Contractor repaired broken sanitary sewer main and re-installed service connection to fire station 2. The repair was at 19 feet deep and water main was removed to provide a safer work site.

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	Acting City Manager: Sheila Emzen	Project Manager: Andy Breit – Breit Construction LLC.	Company Principal (if different):
Signature:	Signature: _____	Signature:	Signature: _____
Date: 1/22/21	Date: _____	Date: 11/22/2021	Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-45) effective on June 9, 2021.

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

To(OWNER): City of Belton  
 506 Main Street  
 Belton, MO 64012

Project: Fire Station #2 Sewer Repair  
 16300 N Mullen Rd  
 Belton, MO 64012

Application No: 1  
 Invoice No: 11483  
 Period To: 11/13/2021

From: Breit Construction LLC  
 PO Box 551  
 Raymore, MO 64083

Via(Architect):

Architect's  
 Project No:  
 Invoice Date: 11/19/2021  
 Contract Date:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	31,342.97
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	31,342.97
4. TOTAL COMPLETED & STORED TO DATE.....	\$	31,342.97
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	31,342.97
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	0.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	31,342.97
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	0.00
(Line 3 less Line 6)		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
A	FIRE STATION SANITARY REPAIR	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
1	Labor	19,191.38	0.00	19,191.38	0.00	19,191.38	100	0.00	0.00
2	Equipment	6,866.73	0.00	6,866.73	0.00	6,866.73	100	0.00	0.00
3	Materials	3,159.84	0.00	3,159.84	0.00	3,159.84	100	0.00	0.00
4	Subs/Miscellaneous	632.50	0.00	632.50	0.00	632.50	100	0.00	0.00
5	Bonding/Insurance	1,492.52	0.00	1,492.52	0.00	1,492.52	100	0.00	0.00
	Totals	31,342.97	0.00	31,342.97	0.00	31,342.97	100	0.00	0.00

# **SECTION VIII**

## **F**

**R2021-94**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-2 WITH TREKK DESIGN GROUP, LLC TO PERFORM EVALUATION, DESIGN, AND CONSTRUCTION INSPECTION SERVICES FOR THE INFLOW AND INFILTRATION REDUCTION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$140,000.00.**

**WHEREAS**, there is inflow and infiltration throughout the sanitary system of the City of Belton that causes sewer backups and capacity issues with the sewer system; and

**WHEREAS**, using On-Call Professional Services Contract (R2020-29), TREKK Design Group, LLC in Task Agreement 2021-2 will perform evaluation, design, and construction inspection services in the not-to-exceed amount of \$140,000.00 from the FY2022 budget-approved item, inflow and infiltration reduction.

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

**SECTION 1.** That this resolution approving Task Agreement 2021-2 with TREKK Design Group, LLC, herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$140,000.00 is hereby approved for purposes described above.

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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



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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

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



**PUBLIC WORKS**  
**City of Belton – Public Works**  
**Task Agreement**

Contract: On-Call Professional Services Contract

Ordinance or Resolution:	Task Agreement No: 2021-2	Funding Amount: \$140,000 Date of Schedule of Hourly Rates and Expenses: 2022 Purchase Order No:
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Project Title: **2022 SSES**

Contractor/Consultant (including subs): TREKK Design Group, LLC	Division and Staff Project Manager: Greg Rokos, Public Works Director
--	---

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): TREKK Contract
---	---

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

I have attached our professional services contract proposal for the 2022 SSES. The purpose of this project is for I/I reduction within the priority project area. This project includes reviewing previous field investigation data and findings, prioritizing sewer manhole and main line rehabilitation, preparing bid documents for the sewer rehabilitation improvements and bidding and construction phase services.

**Staff Signatures**

**Partner Signatures**

<b>Director of Public Works:</b> Greg Rokos	<b>Acting City Manager:</b> Sheila Erzen	<b>Project Manager:</b> Jennifer Waters	<b>Company Principal (if different):</b> Kimberly Robinett
Signature: Date: 12/7/21	Signature: _____ Date: _____	Signature: Date: 12-6-21	Signature: Date: 12/7/2021

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on June 23, 2020.



DESIGN GROUP, LLC

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

---

December 6, 2021

City of Belton, MO  
Nikia Freiburger, City Engineer  
520 Main Street  
Belton, MO, 64012  
Mchristopher@belton.org

**RE: 2022 SSES**

Dear Ms. Freiburger,

I have attached our professional services contract proposal for the 2022 SSES. This sanitary sewer evaluation study includes reviewing past information collected in priority basins, prioritizing rehabilitation improvements, preparing bid documents for the recommended sewer rehabilitation, bidding and construction, construction administration and project closeout.

This professional services Task Agreement is part of and shall be completed in accordance with the Terms and conditions of the master ON-CALL PROFESSIONAL SERVICES CONTRACT signed and dated June 23, 2020.

On behalf of TREKK, I appreciate the opportunity to work with you on this project. Thanks for the continued support of TREKK Design Group and for letting us live out our passion in the community of Belton. Should you require additional information, please do not hesitate to contact me at (816)874-4674.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Waters".

Jennifer Waters  
Project Manager  
TREKK Design Group, LLC

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

## **Scope of Services provided by Consultant**

### **Article 1** **Scope of Services**

#### **SCOPE OF WORK FOR 2022 SSES CITY OF BELTON, MISSOURI**

This Sanitary Sewer Evaluation Study (SSES) includes the evaluation of previous field investigation findings, prioritizing sewer rehabilitation, preparing bid documents for the recommended sewer rehabilitation, bidding and construction, construction administration and project closeout.

#### **PROJECT ADMINISTRATION:**

Project Administration includes a kick-off meeting, engineering project management, and project progress meetings with the City. TREKK will coordinate assignments of resources, work progress, and data collection. TREKK will prepare and submit monthly invoices and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly project status reports will document work progress, the percentage of completed work, schedule status and budget status.

#### **REVIEW OF PREVIOUS FIELD INVESTIGATION FINDINGS**

TREKK will review the data from the previous field investigations within the priority areas for this project. This data may include prior flow monitoring and data analysis completed, manholes inspection and visual pipe inspection findings, smoke testing results, main sewer and private lateral CCTV data, building inspection findings and dye water testing results. This data will be reviewed to determine prior SSES work completed and rehabilitation recommendations.

TREKK will meet with the City after reviewing all previous field investigation data within the priority areas to determine additional field investigations that may need to be conducted for final rehabilitation recommendations.

#### **ADDITIONAL FIELD INVESTIGATIONS**

Additional field investigations may include the following services. Services will be provided based on previous field investigations and findings. The overarching goal is to provide complete assessment of the priority areas within this project for rehabilitation recommendations.

1. Manhole & Visual Pipe Inspections
  - a. TREKK will use its certified staff and equipment to conduct manhole and visual pipe inspections. Manholes and connecting pipes will be evaluated for structural and maintenance defects and I/I defects. The inspection plan will be put together in coordination with the City on areas where additional information is desired.

## 2. PACP/LACP CCTV Inspections

- a. TREKK will use its certified staff and equipment to evaluate additional main sewer and laterals. The inspection plan will be put together in coordination with the City on areas where additional information is desired.

Any additional field investigation data will be reviewed and recommended rehabilitation will be prioritized.

### **REHABILITATION RECOMMENDATIONS**

Upon completion of field investigations, TREKK will determine a prioritized list of rehabilitation recommendations for the priority project areas. Rehabilitation recommendations will be based on prioritized cost-effectiveness. Repair costs will be estimated for each repair type for manholes and sewer mains.

TREKK will meet with the City to determine rehabilitation improvements to be included in the bidding documents. If repairs require additional design and surveying, TREKK and the City shall negotiate the additional compensation.

### **BIDDING DOCUMENT PREPARATION**

TREKK will combine all rehabilitation recommendations for the project priority areas into one manhole and main sewer rehabilitation schedule along with plan view maps to be included in the bid documents. In addition, TREKK will provide assistance in assembling contract documents, specifications, engineers estimate, and other materials to enable the competitive bidding of the project.

### **PROJECT BIDDING FOR CONSTRUCTION**

TREKK will submit final project plans and specifications to Drexel Technologies for advertisement and distribution for bidding. TREKK will keep a plan holders log. TREKK will respond to Bidder questions during the bidding period. TREKK will keep a log of all Bidder questions and responses. TREKK will prepare up to three (3) addendums. TREKK will assist CITY in conducting two (2) pre-bid meetings with perspective bidders for each rehabilitation improvement project put out to bid. TREKK will take minutes at the pre-bid meeting and distribute to all bidders prior to bidding. TREKK will attend bid opening. TREKK will review bids and prepare a recommendation to the CITY.

### **CONSTRUCTION ADMINISTRATION**

TREKK will conduct a pre-construction conference with the Contractor and CITY. TREKK will prepare agenda and take minutes for the pre-construction conference. TREKK will distribute minutes to all parties. TREKK will review and approve or require re-submittal of all shop drawings and samples submitted by the Contractor. Shop drawings will be reviewed only for conformance with contract documents. Reviews will not extend to means, methods, techniques, sequences, or procedures of construction or safety precautions. TREKK will attend up to three (3) monthly construction progress meeting with the Contractor and CITY. TREKK will coordinate with Contractor on all RFIs (request for information). TREKK will keep a log of all RFIs and responses during construction. TREKK will prepare up to five (5) change orders. TREKK will conduct construction inspection services for the rehabilitation improvement project(s) bid. Construction inspection services will be dependent upon scope of rehabilitation improvement project(s) and will be coordinated with City prior to starting construction.

### **PROJECT CLOSEOUT**

TREKK will visit the project with the Contractor and CITY to determine if the work is substantially complete. If, after considering any objections of CITY, TREKK considers the work substantially

complete, TREKK will sign and submit a certificate of Substantial Completion to CITY and Contractor. TREKK will conduct a final visit with CITY and Contractor to determine if the completed work is acceptable so that TREKK may recommend, in writing, final payment to Contractor. TREKK will complete all documents required by CITY for acceptance of the project and all documents required to closeout permits.

#### END OF SCOPE OF SERVICES

### **Article 2** Additional Services

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

- Changes in Scope of Services.
- Change in contract duration/Monitoring period.
- Preparation of temporary or permanent easement documents
- Easement acquisition
- MDNR permit application fee
- Construction staking
- Additional design and topographic survey

### **Article 3** Client Responsibilities

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

### **Article 4** Contract Fee and Billing

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

1. For the **2022 SSES** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 140,000) as outlined in the 2022 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

All work shall be performed according to our Standard Terms and Conditions of Contract, incorporated into the master ON-CALL PROFESSIONAL SERVICES CONTRACT signed and dated June 23, 2020

### **Article 5**

## Schedule

The project Schedule is as follows:

Project NTP	January 2022
Review of Previous Field Investigations	January 2022
Additional Field Investigations	February 2022*
Rehabilitation Recommendations	February 2022
Bidding Document Preparations	March 2022
Project Bidding for Construction	March 2022
Construction Administration	April 2022 – October 2022
Project Closeout	November 2022

\*If additional field investigations are required, schedule will be adjusted



**2022 Compensation for Professional Engineering Services<sup>1</sup>**  
**TREKK Design Group, LLC (TREKK)**

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.
- III. **Hourly Billing Rates and Expenses:**

Project Principal	\$198.90	-	\$346.19	Senior Professional Land Surveyor	\$131.58	-	\$207.35
Project Manager	\$119.34	-	\$333.97	Professional Land Surveyor I	\$113.22	-	\$181.42
Senior Professional Engineer	\$168.30	-	\$333.97	Professional Land Surveyor II	\$97.92	-	\$155.51
Professional Engineer I	\$146.88	-	\$293.24	Professional Land Surveyor III	\$85.68	-	\$136.99
Professional Engineer II	\$119.34	-	\$236.23	Survey Technician I	\$85.68	-	\$155.51
Professional Engineer III	\$104.04	-	\$183.28	Survey Technician II	\$61.20	-	\$111.08
Senior Project Engineer	\$131.58	-	\$240.29	Survey Technician III	\$52.02	-	\$85.16
Project Engineer I	\$110.16	-	\$207.72	Survey Crew (2-3 man crew)	\$162.18	-	\$252.45
Project Engineer II	\$94.86	-	\$171.06	LIDAR Crew	\$214.20	-	\$319.00
Project Engineer III	\$79.56	-	\$146.63	Slam Crew	\$107.10	-	\$190.30
Senior Industry Specialist	\$162.18	-	\$313.61	Survey Crew Chief I	\$70.38	-	\$129.59
Industry Specialist I	\$134.64	-	\$252.51	Survey Crew Chief II	\$55.08	-	\$99.97
Industry Specialist II	\$113.22	-	\$211.79	Survey Rodman	\$48.96	-	\$77.76
Industry Specialist III	\$94.86	-	\$179.20	Senior Utility Coordinator	\$100.98	-	\$185.13
Office Technician I	\$70.38	-	\$134.41	Utility Coordinator I	\$79.56	-	\$144.40
Office Technician II	\$58.14	-	\$109.96	Utility Coordinator II	\$64.26	-	\$111.08
Office Technician III	\$48.96	-	\$93.68	Utility Coordinator III	\$55.08	-	\$88.86
GIS Analyst I	\$97.92	-	\$195.50	Senior Construction Inspector	\$85.68	-	\$155.51
GIS Analyst II	\$82.62	-	\$150.69	Construction Inspector I	\$70.38	-	\$122.19
GIS Analyst III	\$70.38	-	\$130.33	Construction Inspector II	\$58.14	-	\$99.97
GIS Technician I	\$67.32	-	\$126.26	Construction Inspector III	\$48.96	-	\$81.46
GIS Technician II	\$55.08	-	\$105.90	Asset Management Specialist	\$137.70	-	\$233.27
GIS Technician III	\$48.96	-	\$85.53	Innovation Specialist	\$122.40	-	\$192.53
Field Crew	\$131.58	-	\$224.01	Controller	\$116.28	-	\$192.53
Senior Field Technician	\$82.62	-	\$166.99	Accounting Specialist I	\$88.74	-	\$148.10
Field Technician I	\$64.26	-	\$130.33	Accounting Specialist II	\$64.26	-	\$107.37
Field Technician II	\$55.08	-	\$97.74	Accounting Specialist III	\$48.96	-	\$81.46
Field Technician III	\$48.96	-	\$85.53	Admin	\$48.96	-	\$81.46
Project Designer I	\$104.04	-	\$183.28	Administrative Specialist	\$67.32	-	\$111.08
Project Designer II	\$91.80	-	\$158.84	Survey Equipment	\$7.50	hr	
Project Designer III	\$79.56	-	\$138.47	LIDAR Equipment	\$1,000.00	hr	
CADD Technician I	\$73.44	-	\$138.47	GeoSLAM Equipment Charge	\$30.00	hr	
CADD Technician II	\$61.20	-	\$114.04	Survey Drone Equipment	\$110.00	hr	
CADD Technician III	\$52.02	-	\$93.68	Mileage	\$0.56	mi	
				Other Expenses	Cost		

**Note 1: The above hourly rates and unit prices are good through December 31, 2022.**



# **SECTION VIII**

## **G**

**R2021-95**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-3 WITH TREKK DESIGN GROUP, LLC TO PERFORM EVALUATION, DESIGN, AND CONSTRUCTION INSPECTION SERVICES FOR THE SANITARY SEWER STREAMBANK STABILITY PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$283,000.00.**

**WHEREAS**, there are three sections of sanitary sewer main exposed in Belton’s stream system and needs to be corrected to prevent potential sewer line collapse, breakage, or disruption that could discharge wastewater into the local streams; and

**WHEREAS**, using On-Call Professional Services Contract (R2020-29), TREKK Design Group, LLC in Task Agreement 2021-3 will perform evaluation, design, and construction inspection services in the not-to-exceed amount of \$283,000.00 from the FY2022 budget-approved item, sanitary streambank stability.

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

**SECTION 1.** That this resolution approving Task Agreement 2021-3 with TREKK Design Group, LLC, herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$283,000.00 is hereby approved for purposes described above.

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

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



**PUBLIC WORKS**  
**City of Belton – Public Works**  
**Task Agreement**

Contract: On-Call Professional Services Contract

Ordinance or Resolution:	Task Agreement No: 2021-3	Funding Amount: \$283,000 Date of Schedule of Hourly Rates and Expenses: 2022 Purchase Order No:
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Project Title: **FY22 SEWER & STREAM MAINTENANCE PROJECTS**

Contractor/Consultant (including subs): TREKK Design Group, LLC	Division and Staff Project Manager: Greg Rokos, Public Works Director
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Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.) TREKK Contract:
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PROJECT Scope (can be in the form of an attachment):  
 The City of Belton (OWNER) has approached TREKK (CONSULTANT) to complete professional design services for streambank & sewer maintenance projects at three locations within City limits. The locations are as follows: Old WWTP, Hwy 58 near the old Cedar Tree Lift Station, and the manufactured mobile home park near N. Scott Ave. and Spur. The general scope of this work includes pre-design investigations, survey, and design plans. Bid and construction phase services, including construction inspection, will be provided.

Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	Acting City Manager: Sheila Erzen	Project Manager: Justin Likes	Company Principal (if different): Kimberly Robinett
Signature:	Signature: _____	Signature:	Signature:
Date: 12/07/2021	Date: _____	Date: 12/7/21	Date: 12/7/2021

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on June 23, 2020.

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



DESIGN GROUP, LLC

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

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December 6, 2021

City of Belton, MO  
Mr. Greg Rokos, Public Works Director  
520 Main Street  
Belton, MO, 64012  
grokos@belton.org

**RE: FY22 Sewer & Stream Maintenance Projects**

Dear Mr. Rokos,

I have attached our professional services contract proposal for Engineering consulting. This task agreement is for design professional services that includes sewer & stream maintenance for three projects: Old WWTP Sewer & Stream Maintenance Project, Hwy 58 Drainage Improvement Project, and the Manufactured Home Project.

This professional services Task Agreement is part of and shall be completed in accordance with Terms and Conditions of the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 5-18-20.

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

Sincerely,

Justin Likes  
Project Manager  
TREKK Design Group, LLC

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

**Scope of Services provided by Consultant**

**Article 1**  
**Scope of Services per Project**

**OLD WWTP SEWER & STREAM MAINTENANCE PROJECT**

The City of Belton (OWNER) has approached TREKK (CONSULTANT) to complete professional design services for a sanitary sewer & stream maintenance project east of the Old WWTP site south of Cambridge Blvd. The exist sewer is exposed and requires protection. The general scope of this work includes field investigation and measurements to determine repair quantities and preparation of GIS based plans and details. Bid & Construction Phase Services including construction inspection has been included. Design scope includes:

- Project Management & Administration,
- Pre-Design Phase,
- Preliminary & final design,
- Bid Phase Services
- Construction Phase Services
- Preparation of construction drawings in accordance with the City of Belton Design and Construction Manual

**TASK 1 - PROJECT ADMINISTRATION:**

100. CONSULTANT will hold a project kick-off meeting.
101. TREKK's in-house project management, administration, budget tracking, and monthly billing

**TASK 2 - PRE-DESIGN PHASE:**

1. CONSULTANT will review existing conditions.
2. CONSULTANT will perform a field inspection and measure repair quantities in the field.
3. CONSULTANT will coordinate design approach with USACE (US Army Corps of Engineers) and DNR (Department of Natural Resources) for permitting.

**TASK 3 - SURVEYING - NOT INCLUDED:**

**TASK 4 - PRELIMINARY & FINAL DESIGN:**

1. CONSULTANT will prepare preliminary and final plans.
2. CONSULTANT will prepare project specifications and bid documents.
3. CONSULTANT will prepare opinion of probable cost.
4. CONSULTANT will perform QA/QC.
5. CONSULTANT will attend up to one (1) review meeting to review drawings.

**TASK 5 - BID PHASE SERVICES:**

1. CONSULTANT will prepare & distribute bid documents.
2. CONSULTANT will attend Pre-bid Conference.
3. CONSULTANT will respond to Bidder's questions.
4. CONSULTANT will attend project bid opening.
5. CONSULTANT will perform a bid review and provide recommendation to the City.

**TASK 6 - CONSTRUCTION PHASE SERVICES:**

1. CONSULTANT will attend Pre-construction Conference.
2. CONSULTANT will perform shop drawing submittal review.

3. CONSULTANT will attend monthly progress meetings (up to 1).
4. CONSULTANT will provide coordination with the Contractor.
5. CONSULTANT will provide site visits in response to Contractor questions (up to 2 visits).
6. CONSULTANT will review payment applications.
7. CONSULTANT will perform a substantial completion inspection.
8. CONSULTANT will perform a final completion inspection.
9. CONSULTANT will provide full-time or up to 80 hours of construction inspection.

**ITEMS NOT INCLUDED IN THE SCOPE:**

1. Topographic or Boundary Survey
2. Temporary or Permanent Easement exhibits or O&E reports
3. ROW/Easement acquisition or filing of documents
4. Geotechnical Investigation
5. Construction Staking
6. Materials Testing

**END OF SCOPE**

**HWY 58 DRAINAGE IMPROVEMENT PROJECT**

The City of Belton (OWNER) has approached TREKK (CONSULTANT) to complete professional design services for a sanitary sewer & stream maintenance project on the stream from Hwy 58 to I-49, just east of Chipolte. The existing stream has degraded, impacting existing sanitary sewer. The general scope of this work includes field investigation and pre-design phase services to determine the extent of jeopardized sewer and determine the extents of degradation. With this information 3 design alternatives with conceptual estimates of probable cost will be presented. Once a design approach is agreed upon, the project scope will include survey, drainage analysis, design, and bid & construction Phase Services including construction inspection. Design scope includes:

- Project Management & Administration,
- Pre-Design Phase,
- Survey,
- Preliminary & final design,
- Bid Phase Services
- Construction Phase Services
- Preparation of construction drawings in accordance with the City of Belton Design and Construction Manual

**TASK 1 - PROJECT ADMINISTRATION:**

102. CONSULTANT will hold a project kick-off meeting.
103. TREKK's in-house project management, administration, budget tracking, and monthly billing

**TASK 2 - PRE-DESIGN PHASE:**

4. CONSULTANT will review existing conditions.
5. CONSULTANT will prepare 3 design alternatives with conceptual cost estimates.
6. CONSULTANT will perform HEC-RAS modeling to determine existing water surface elevation and velocity of existing drainage channel.
7. CONSULTANT will coordinate permitting effort with design. Consideration will be given to USACE (US Army Corps of Engineers) and DNR (Department of Natural Resources) for permitting. The CONSULTANT will prepare a no-rise certificate if required for permitting of final design.

**TASK 3 - SURVEYING:**

1. CONSULTANT will verify and set project control.

2. CONSULTANT will perform topographic survey for approximately 1500 LF including surface features within a 50 feet on either side of the alignment.
3. CONSULTANT will perform utility coordination with Missouri One-call.
4. CONSULTANT will prepare survey basemap.
5. CONSULTANT will reestablish property lines/right-of-way per plat.
6. CONSULTANT will locate property pins on parcels.
7. CONSULTANT will prepare easement exhibits with legal descriptions (up to 4 parcels).

**TASK 4 - PRELIMINARY & FINAL DESIGN:**

6. CONSULTANT will prepare preliminary and final plans.
7. CONSULTANT will prepare project specifications and bid documents.
8. CONSULTANT will prepare opinion of probable cost.
9. CONSULTANT will perform QA/QC.
10. CONSULTANT will attend up to one (1) review meeting to review drawings.

**TASK 5 - BID PHASE SERVICES:**

6. CONSULTANT will prepare & distribute bid documents.
7. CONSULTANT will attend Pre-bid Conference.
8. CONSULTANT will respond to Bidder's questions.
9. CONSULTANT will attend project bid opening.
10. CONSULTANT will perform a bid review and provide recommendation to the City.

**TASK 6 - CONSTRUCTION PHASE SERVICES:**

10. CONSULTANT will attend Pre-construction Conference.
11. CONSULTANT will perform shop drawing submittal review.
12. CONSULTANT will attend monthly progress meetings (up to 3).
13. CONSULTANT will provide coordination with the Contractor.
14. CONSULTANT will provide site visits in response to Contractor questions (up to 2 visits).
15. CONSULTANT will review payment applications.
16. CONSULTANT will perform a substantial completion inspection.
17. CONSULTANT will perform a final completion inspection.
18. CONSULTANT will provide full-time or up to 320 hours of construction inspection.

**ITEMS NOT INCLUDED IN THE SCOPE:**

7. ROW/Easement acquisition or filing of documents
8. Geotechnical Investigation
9. Construction Staking
10. Materials Testing

**END OF SCOPE**

**MANUFACTURED HOME STREAM MAINTENANCE PROJECT**

The City of Belton (OWNER) has approached TREKK (CONSULTANT) to complete professional design services for a sanitary sewer & stream maintenance project at the Manufactured Modular Home Park at N. Scott Avenue and Spur. The exist sewer is exposed and requires protection or a possible relocate. The general scope of this work includes field investigation and pre-design phase services to determine the extent of jeopardized sewer and measurements to determine repair quantities and preparation of GIS based plans and details. Bid & Construction Phase Services including construction inspection has been included. Design scope includes:

- Project Management & Administration,
- Pre-Design Phase,
- Preliminary & final design,



- Bid Phase Services
- Construction Phase Services
- Preparation of construction drawings in accordance with the City of Belton Design and Construction Manual

**TASK 1 - PROJECT ADMINISTRATION:**

104. CONSULTANT will hold a project kick-off meeting.
105. TREKK's in-house project management, administration, budget tracking, and monthly billing

**TASK 2 - PRE-DESIGN PHASE:**

8. CONSULTANT will review existing conditions.
9. CONSULTANT will prepare 3 design alternatives with conceptual cost estimates.
10. CONSULTANT will coordinate permitting effort with design. Consideration will be given to USACE (US Army Corps of Engineers) and DNR (Department of Natural Resources) for permitting.

**TASK 3 - SURVEYING:**

8. CONSULTANT will verify and set project control.
9. CONSULTANT will perform topographic survey for approximately 1500 LF including surface features within a 50 feet on either side of the alignment.
10. CONSULTANT will perform utility coordination with Missouri One-call.
11. CONSULTANT will prepare survey basemap.
12. CONSULTANT will reestablish property lines/right-of-way per plat.
13. CONSULTANT will locate property pins on parcels.
14. CONSULTANT will prepare easement exhibits with legal descriptions (up to 3 parcels).

**TASK 4 - PRELIMINARY & FINAL DESIGN:**

11. CONSULTANT will prepare preliminary and final plans.
12. CONSULTANT will prepare project specifications and bid documents.
13. CONSULTANT will prepare opinion of probable cost.
14. CONSULTANT will perform QA/QC.
15. CONSULTANT will attend up to one (1) review meeting to review drawings.

**TASK 5 - BID PHASE SERVICES:**

11. CONSULTANT will prepare & distribute bid documents.
12. CONSULTANT will attend Pre-bid Conference.
13. CONSULTANT will respond to Bidder's questions.
14. CONSULTANT will attend project bid opening.
15. CONSULTANT will perform a bid review and provide recommendation to the City.

**TASK 6 - CONSTRUCTION PHASE SERVICES:**

19. CONSULTANT will attend Pre-construction Conference.
20. CONSULTANT will perform shop drawing submittal review.
21. CONSULTANT will attend monthly progress meetings (up to 1).
22. CONSULTANT will provide coordination with the Contractor.
23. CONSULTANT will provide site visits in response to Contractor questions (up to 2 visits).
24. CONSULTANT will review payment applications.
25. CONSULTANT will perform a substantial completion inspection.
26. CONSULTANT will perform a final completion inspection.
27. CONSULTANT will provide full-time or up to 160 hours of construction inspection.

**ITEMS NOT INCLUDED IN THE SCOPE:**

11. Temporary or Permanent Easement exhibits or O&E reports beyond 3 parcels
12. ROW/Easement acquisition or filing of documents
13. Geotechnical Investigation

- 14. Construction Staking
- 15. Materials Testing

**END OF SCOPE**

**Article 2**  
Additional Services

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

- Changes in Scope of Services.
- Services beyond contract limit
- Change in contract duration
- ROW/Easement acquisition or filing of documents
- Geotechnical Investigation
- Construction Staking
- Materials Testing
- 

**Article 3**  
Client Responsibilities

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

**Article 4**  
Contract Fee and Billing

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

1. For the **FY22 SEWER & STREAM MAINTENANCE PROJECTS** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 283,000.00) as outlined in the 2022 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

All work shall be performed according to our **Standard Terms and Conditions of Contract**, incorporated into the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 5-18-20.

**Article 5**  
Schedule

The project Schedule is as follows:

Project NTP	Dec 2021
Project Closeout	August 2022



2022 Fee Estimate Worksheet

Project Name & Number Old WWTP Stream Maintenance

WORK TASK DESCRIPTION	Fee Billing Rate	Project Principal	Project Manager	Quality Manager	Project Designer	Office Technician II	Administration	Survey Manager (P.L.S)	Survey Crew	Construction Observer	Mileage	Direct Expenses			Labor	Direct Exp	TOTAL
		\$215.00	\$185.00	\$185.00	\$130.00	\$95.00	\$90.00	\$140.00	\$175.00	\$115.00	\$	0.560	Description	Quantity	Cost/Unit	Sub-Total	Sub-Total
<b>Task 1 - Project Management &amp; Administration</b>																	
Kick-off Meeting		2	2			2									\$ 3,210.00	\$ 16.80	\$ 2,226.80
Project Administration		4					4				30			\$ -	\$ -	\$ 1,006.80	
														\$ -	\$ -	\$ 1,220.00	
														\$ -	\$ -	\$ -	
<b>Task 2 - Pre-Design Phase</b>																	
Review Existing Conditions			2												\$ 2,980.00	\$ 16.80	\$ 2,996.80
Field Inspection & Quantity Measurement		4			2	4					30			\$0.00	\$ 370.00	\$ 370.00	
Permitting Coordination - (DNR & Corps Permitting)			6											\$0.00	\$ 1,500.00	\$ 1,516.80	
													Land Disturbance Permit	0	\$750.00	\$ 1,110.00	
														\$0.00	\$ -	\$ 1,110.00	
<b>Task 3 - Survey - Not Included</b>																	
Verify/Establish Control														\$ -	\$ -	\$ -	
Topo +/-														\$ -	\$ -	\$ -	
Locate Utilities														\$ -	\$ -	\$ -	
Prepare Basemap														\$ -	\$ -	\$ -	
Locate Property Corners														\$ -	\$ -	\$ -	
Prepare Easement Exhibit														\$ -	\$ -	\$ -	
<b>Task 4 - Preliminary &amp; Final Plans Development</b>																	
Prepare Preliminary Plans (30% Plans)		4	10		40									\$ -	\$ 10,015.00	\$ 10,015.00	
Title Sheet														\$ -	\$ 9,020.00	\$ 9,020.00	
General Notes & Layout														\$ -	\$ -	\$ -	
Plan View														\$ -	\$ -	\$ -	
Details														\$ -	\$ -	\$ -	
Specifications / Bid Documents			24											\$ -	\$ -	\$ -	
Prepare Final Opinion of Probable Cost			1											\$ -	\$ 4,440.00	\$ 4,440.00	
QA/QC			8		2									\$ -	\$ 445.00	\$ 445.00	
Client review coordination (Up to 1 meetings)			2		2									\$ -	\$ 1,480.00	\$ 1,480.00	
											30			\$ -	\$ 630.00	\$ 630.00	
<b>Task 5 - Bid Phase Services</b>																	
Preparation & Distribution of Bid documents						4					30			\$ -	\$ 3,030.00	\$ 3,030.00	
Pre-Bid Conference			2											\$ -	\$ 380.00	\$ 380.00	
Respond to Bidders Questions			4											\$ -	\$ 370.00	\$ 370.00	
Bid Opening			2											\$ -	\$ 740.00	\$ 740.00	
Bid Review & Recommendation		2	4											\$ -	\$ 370.00	\$ 370.00	
														\$ -	\$ 1,170.00	\$ 1,170.00	
<b>Task 6 - Construction Phase Services</b>																	
Pre-Construction Conference			2							2				\$ -	\$ 14,800.00	\$ 14,816.80	
Shop Drawing Review					4									\$ -	\$ 800.00	\$ 800.00	
Monthly Progress Meetings - Construction (up to 1 @ 2 hrs each)			2											\$ -	\$ 570.00	\$ 570.00	
Coordination with Contractor			4											\$ -	\$ 370.00	\$ 370.00	
Site Visits in response to Contractor questions (Up to 2)			4								60			\$ -	\$ 740.00	\$ 740.00	
Review of Applications for Payment			4											\$ -	\$ 740.00	\$ 740.00	
Substantial Completion			2								30			\$ -	\$ 370.00	\$ 370.00	
Final Completion		2	2								30			\$ -	\$ 370.00	\$ 370.00	
Construction Inspection (Assume 2 weeks of construction @ 8hrs/day)											80			\$ -	\$ 800.00	\$ 816.80	
														\$ -	\$ 2,200.00	\$ 2,368.00	
<b>TOTAL MAN-HOURS / QUANTITY</b>		16	93	0	50	10	4	0	0	82	340						
<b>UNIT RATE</b>		\$215.00	\$185.00	\$185.00	\$130.00	\$95.00	\$90.00	\$140.00	\$175.00	\$115.00	\$ 0.56						
<b>TREKK DESIGN GROUP FEE TOTAL</b>		\$ 3,870.00	\$ 17,205.00	\$ -	\$ 6,500.00	\$ 950.00	\$ 360.00	\$ -	\$ -	\$ 9,430.00	\$ 302.40			\$ -	\$ 38,315.00	\$ 302.40	\$ 38,617.40



2022 Fee Estimate Worksheet

Project Name & Number HWY 58 Drainage Improvement

WORK/TASK DESCRIPTION	Project Principal	Project Manager	Quality Manager	Project Designer	Office Technician II	Administration	Survey Manager (P.L.S.)	Survey Crew	Construction Observer	Mileage	Direct Expenses			Labor Sub-Total	Direct Exp Sub-Total	TOTAL
											Description	Quantity	Cost/Unit			
Fee Billing Rate	\$215.00	\$185.00	\$185.00	\$130.00	\$95.00	\$90.00	\$140.00	\$175.00	\$115.00	\$ 0.560						
<b>Task 1 - Project Management &amp; Administration</b>																
Kick-off Meeting		4			4									\$ 9,820.00	\$ 10.80	\$ 2,836.80
Project Administration (up to 8 months)	16	16				16				30			\$ 7,840.00	\$ -	\$ 7,840.00	
<b>Task 2 - Pre-Design Phase</b>																
Review Existing Conditions		8		12	4					30			\$ 3,420.00	\$ 16.80	\$ 3,436.80	
Design Alternatives with Cost Estimates (3 Options)	4	8		12	8					30			\$ 4,860.00	\$ 16.80	\$ 4,876.80	
HEC-RAS Modeling		6		40									\$ 50.00	\$ -	\$ 50.00	
Permitting Coordination - (DNR & Corps Permitting, no-iso certificate)		24											\$ 4,440.00	\$ 750.00	\$ 5,190.00	
<b>Task 3 - Survey</b>																
Verify/Establish Control							8	12					\$ 3,220.00	\$ -	\$ 3,220.00	
Type +/- 1500 LF of sewer; 50 ft wide swath							8	40					\$ 8,120.00	\$ -	\$ 8,120.00	
Locate Utilities per One-Call							12						\$ 1,880.00	\$ -	\$ 1,880.00	
Prepare Basemap/Re-establish property lines							32						\$ 4,480.00	\$ -	\$ 4,480.00	
Locate Property Corners							12	32					\$ 7,280.00	\$ 4,000.00	\$ 11,280.00	
Prepare Easement Exhibit (Up to 4 parcels)													\$ 2,000.00	\$ -	\$ 2,000.00	
<b>Task 4 - Preliminary &amp; Final Design</b>																
Prepare Plans	16	40		80	160								\$ 43,430.00	\$ 10.80	\$ 43,538.80	
Title Sheet													\$ 36,440.00	\$ -	\$ 36,440.00	
General Notes & Layout													\$ -	\$ -	\$ -	
Plan & Profiles Sheets													\$ -	\$ -	\$ -	
Details													\$ -	\$ -	\$ -	
Specifications / Bid Documents		24											\$ 4,440.00	\$ -	\$ 4,440.00	
Prepare Final Opinion of Probable Cost		1		2									\$ 445.00	\$ -	\$ 445.00	
OADC		6											\$ 1,480.00	\$ -	\$ 1,480.00	
Client review coordination (Up to 1 meetings)		2		2						30			\$ 530.00	\$ 16.80	\$ 546.80	
<b>Task 5 - Bid Phase Services</b>																
Preparation & Distribution of Bid documents					4								\$ 380.00	\$ -	\$ 380.00	
Pre-Bid Conference		2		2						30			\$ 530.00	\$ 16.80	\$ 546.80	
Respond to Bidders Questions		4		8									\$ 1,780.00	\$ -	\$ 1,780.00	
Bid Opening		2		4						30			\$ 890.00	\$ 16.80	\$ 906.80	
Bid Review & Recommendation	4	2		4									\$ 1,750.00	\$ -	\$ 1,750.00	
<b>Task 6 - Construction Phase Services</b>																
Pre-Construction Conference		2		2					2	30			\$ 7,030.00	\$ 80.40	\$ 7,110.40	
Shop Drawing Review				6									\$ 860.00	\$ 16.80	\$ 876.80	
Monthly Progress Meetings - Construction (up to 2 @ 2 hrs each)		4								60			\$ 740.00	\$ 33.60	\$ 773.60	
Coordination with Contractor		8											\$ 1,480.00	\$ -	\$ 1,480.00	
Site Visits in response to Contractor questions (Up to 3)		6								90			\$ 1,110.00	\$ 90.40	\$ 1,200.40	
Review of Applications for Payment		10											\$ 1,850.00	\$ -	\$ 1,850.00	
Substantial Completion		4		4						30			\$ 1,260.00	\$ 10.80	\$ 1,270.80	
Final Completion		4		4						30			\$ 2,120.00	\$ 16.80	\$ 2,136.80	
Construction Inspection (Assume 8 weeks of construction @ 8hr/day)									320	1200			\$ 36,900.00	\$ 672.00	\$ 37,572.00	
<b>TOTAL MAN-HOURS / QUANTITY</b>																
UNIT RATE	\$215.00	\$185.00	\$185.00	\$130.00	\$95.00	\$90.00	\$140.00	\$175.00	\$115.00	\$ 0.56						
<b>TREKK DESIGN GROUP FEE TOTAL</b>	<b>\$ 10,320.00</b>	<b>\$ 34,965.00</b>	<b>\$ -</b>	<b>\$ 23,660.00</b>	<b>\$ 17,100.00</b>	<b>\$ 1,440.00</b>	<b>\$ 10,080.00</b>	<b>\$ 14,700.00</b>	<b>\$ 37,030.00</b>	<b>\$ 907.20</b>			<b>\$ 6,750.00</b>	<b>\$ 149,295.00</b>	<b>\$ 7,657.20</b>	<b>\$ 156,952.20</b>



2022 Fee Estimate Worksheet

Project Name & Number Manufactured Home Stream Maintenance

WORK TASK DESCRIPTION	Fee Billing Rate	Project Principal	Project Manager	Quality Manager	Project Designer	Office Technician II	Administration	Survey Manager (P.L.S)	Survey Crew	Construction Observer	Mileage	Direct Expenses			Labour Sub-Total	Direct Exp Sub-Total	TOTAL	
		\$215.00	\$185.00	\$185.00	\$130.00	\$95.00	\$90.00	\$140.00	\$175.00	\$115.00	\$	0.560	Description	Quantity	Cost/Unit	Sub-Total		
<b>Task 1 - Project Management &amp; Administration</b>																		
Kick-off Meeting		4	4			4									\$	\$	\$	\$
Project Administration (up to 4 months)		8	8				8				30			\$	\$	\$	\$	
<b>Task 2 - Pre-Design Phase</b>																		
Review Existing Conditions			4		4									\$	\$	\$	\$	
Design Alternatives with Cost Estimates (3 Options)		4	8		8	8					30			\$0.00	\$	\$	\$	
Permitting Coordination - (DNR & Corps Permitting)			8								30			\$0.00	\$	\$	\$	
												Land Disturbance Permit	0	\$750.00	\$	\$	\$	
<b>Task 3 - Survey</b>																		
Verify/Establish Control								4	8					\$	\$	\$	\$	
Topo +/- 1500 LF of sewer; 50 ft wide swath								4	24					\$	\$	\$	\$	
Locate Utilities per One-Call								12						\$	\$	\$	\$	
Prepare Basemap/Re-establish property lines								16						\$	\$	\$	\$	
Locate Property Corners								8	16					\$	\$	\$	\$	
Prepare Assessment Exhibit (Up to 2 parcels)														\$	\$	\$	\$	
<b>Task 4 - Preliminary &amp; Final Design</b>																		
Prepare Plans		4	16		60	80								\$	\$	\$	\$	
Title Sheet														\$	\$	\$	\$	
General Notes & Layout														\$	\$	\$	\$	
Plan & Profiles Sheets														\$	\$	\$	\$	
Details														\$	\$	\$	\$	
Specifications / Bid Documents			24											\$	\$	\$	\$	
Prepare Final Opinion of Probable Cost			1		1									\$	\$	\$	\$	
QA/QC			8		2									\$	\$	\$	\$	
Client review coordination (Up to 1 meetings)			2		2						30			\$	\$	\$	\$	
<b>Task 5 - Bid Phase Services</b>																		
Preparation & Distribution of Bid documents			2		2	4								\$	\$	\$	\$	
Pre-Bid Conference			4		8						30			\$	\$	\$	\$	
Respond to Bidders Questions			2		4									\$	\$	\$	\$	
Bid Opening			2		4						30			\$	\$	\$	\$	
Bid Review & Recommendation		1	2		4									\$	\$	\$	\$	
<b>Task 6 - Construction Phase Services</b>																		
Pre-Construction Conference			2		2					2	30			\$	\$	\$	\$	
Shop Drawing Review			4		8									\$	\$	\$	\$	
Monthly Progress Meetings - Construction (up to 1 @ 2 hrs each)			2								60			\$	\$	\$	\$	
Coordination with Contractor			4								60			\$	\$	\$	\$	
Site Visits in response to Contractor questions (Up to 2)			4								60			\$	\$	\$	\$	
Review of Applications for Payment			4								30			\$	\$	\$	\$	
Substantial Completion			2		2						30			\$	\$	\$	\$	
Final Completion			2		2						30			\$	\$	\$	\$	
Construction Inspection (Assume 4 weeks of construction @ 8hr/day)											180			\$	\$	\$	\$	
<b>TOTAL MAN-HOURS / QUANTITY</b>		71	113	0	102	96	8	44	48	182	990							
<b>UNIT RATE</b>		\$215.00	\$185.00	\$185.00	\$130.00	\$95.00	\$90.00	\$140.00	\$175.00	\$115.00	\$							
<b>TREKK DESIGN GROUP FEE TOTAL</b>		\$ 4,945.00	\$ 20,905.00	\$ -	\$ 13,260.00	\$ 9,120.00	\$ 720.00	\$ 6,160.00	\$ 8,400.00	\$ 18,630.00	\$ 594.40			\$ 4,500.00	\$ 82,140.00	\$ 5,054.40	\$ 87,194.40	

# **SECTION IX**

## **J**

**AN ORDINANCE CALLING AN ELECTION ON A USE TAX QUESTION IN THE CITY OF BELTON, MISSOURI.**

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

**Section 1.** The City Council finds it necessary and hereby declares its intent to implement a local use tax in the City.

**Section 2.** An election is hereby ordered to be held in the City of Belton, Missouri on April 5, 2022, on the following question:

**QUESTION 4**

**Shall the City of Belton, Missouri, impose a local City use tax at the same rate as the total local City sales tax rate (currently three and one-quarter percent (3.25%)) provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall be reduced or raised by the same action?**

**Section 3.** The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

**Section 4.** The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri of the adoption of this Ordinance no later than 4:00 P.M. on January 25, 2022, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: December 14, 2021

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

---

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021- \_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:           COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:         COUNCILMEMBER:

---

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



**NOTICE OF ELECTION**

**CITY OF BELTON, MISSOURI**

Notice is hereby given to the qualified voters of the City of Belton, Missouri that the City Council has called an Election to be held in the City on April 5, 2022, commencing at 6:00 A.M. and closing at 7:00 P.M., on the questions contained in the following sample ballot:

**OFFICIAL BALLOT  
CITY OF BELTON, MISSOURI**

**APRIL 5, 2022**

**QUESTION 4**

**Shall the City of Belton, Missouri, impose a local City use tax at the same rate as the total local City sales tax rate (currently three and one-quarter percent (3.25%)) provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall be reduced or raised by the same action?**

YES   
NO

**INSTRUCTIONS TO VOTERS:** If you are in favor of the questions, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

Said election shall be held at the following polling places:

- WARD NO. 1: Precinct 38 and Precinct 39- South Haven Baptist Church, 16800 Bel-Ray Blvd, Belton, MO.
- WARD NO. 2: Precinct 40 and Precinct 41- St. Sabina Catholic Church, 700 Trevis Avenue, Belton, MO.
- WARD NO. 3: Precinct 42 and Precinct 43- St. Sabina Catholic Church, 700 Trevis Avenue, Belton, MO.
- WARD NO. 4: Precinct 44 and Precinct 45– Assembly of God Church, 613 E. North Avenue, Belton, MO.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Clerk of Cass County, Missouri

# **SECTION IX**

## **K**

**AN ORDINANCE APPROVING THE EIGHTH AMENDMENT TO THE OLD TOWN BELTON REDEVELOPMENT PLAN TO APPROVE THE 324 MAIN STREET PROJECT AS REDEVELOPMENT PROJECT 2021-8 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN.**

**WHEREAS**, on March, 30, 2021, the City Council of the City of Belton, Missouri (the “**City**”) adopted Ordinance No. 2021-4621 approving the Old Town Belton Redevelopment Plan (the “**Development Plan**”) pursuant to Chapter 353 of the Revised Statutes of Missouri (“**Chapter 353**”), also known as the Urban Redevelopment Corporations Law, establishing a redevelopment area described therein (the “**Redevelopment Area**”), and granting tax abatement to the Old Town Belton Redevelopment Corporation (the “**OTBRC**”), or its successors and assigns, all in accordance with Chapter 353 on land improvements for redevelopment projects as more particularly described within the Development Plan; and

**WHEREAS**, the Development Plan contemplates that applications for additional redevelopment projects will be considered and approved in the future, with said projects to be approved as an amendment to the Development Plan and numbered consecutively; and

**WHEREAS**, an application was received on November 15, 2021, from Stegner Holdings LLC, (the “**Application**”) for approval of an additional project located within the Redevelopment Area at 324 Main Street for repair and remediation of existing structure on the property consisting of exterior work which includes painting, stucco repair, windows and door replacement, roof repairs, fencing, demolition of back cellar door and stairway, creating a concrete back patio, landscaping, outdoor signage and lighting, awnings, pergolas, outdoor electricity, and plumbing fixture. The interior work includes clean-up of previous debris, HVAC, plumbing, electric work, construction of walls and a bar, painting, ADA compliant bathrooms, flooring, staircase work, ceiling restoration, structural reinforcements, insulation, brick masonry work, vault and skylight restoration, and self-labor; and

**WHEREAS**, on November 17, 2021, the OTBRC Board met and reviewed the Application, for the proposed redevelopment project to be designated as Redevelopment Project 2021-8 and voted unanimously to recommend approval of said Redevelopment Project 2021-8 to the City Council; and

**WHEREAS**, notice of a public hearing before the City Council regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-8 was mailed on November 29, 2021, in accordance with the provisions of Chapter 353; and

**WHEREAS**, on December 14, 2021, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-8; and

**WHEREAS**, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to approve the proposed amendment to the Development Plan for Redevelopment Project 2021-8.

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

**Section 1.** The Eighth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-8 is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements as more particularly described within the Eighth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-8.

**Section 3.** Except as amended by the Eighth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-8, the Old Town Belton Redevelopment Plan shall remain unmodified.

**Section 4.** This ordinance is effective upon its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

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

---

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

**Exhibit A**

Eighth Amendment to the  
Old Town Belton Redevelopment Plan  
for Redevelopment Project 2021-8

[see attached]

**EIGHTH AMENDMENT TO  
OLD TOWN BELTON REDEVELOPMENT PLAN  
REDEVELOPMENT PROJECT 2021-8**

**Section III Redevelopment Projects of the Old Town Belton Redevelopment Plan is revised to add the following Redevelopment Project:**

**III. Redevelopment Projects**

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are current projects:

Redevelopment Project 2021-8. 324 Main Street, Belton, Missouri. Applicant/Owner: Stegner Holdings LLC. This project consists of the repair and remediation work to an existing structure at a cost of approximately \$368,500. The exterior work includes painting, stucco repair, windows and door replacement, roof repairs, fencing, demolition of back cellar door and stairway, creating a concrete back patio, landscaping, outdoor signage and lighting, awnings, pergolas, outdoor electricity, and plumbing fixture. The interior work includes clean-up of previous debris, HVAC, plumbing, electric work, construction of walls and a bar, painting, ADA compliant bathrooms, flooring, staircase work, ceiling restoration, structural reinforcements, insulation, brick masonry work, vault and skylight restoration, and self-labor.

The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

**Tax Abatement of the Old Town Belton Redevelopment Plan is revised to add the following tax abatement:**

**IV. Tax Abatement.**

Redevelopment Project 2021-8 qualifies for Level B incentive and will be granted up to twelve (12) years of tax abatement at ninety percent (90%) or, pursuant to the Old Town Belton Redevelopment Plan Policy, \$256,000, whichever occurs first. Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes that would be due if no tax abatement were granted. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

**Exhibit 3 Tax Impact Analysis to the Old Town Belton Redevelopment Plan is added to include the attached Tax Impact Analysis for Redevelopment Project 2021-8**

[see attached]

**Chapter 353 Tax Impact Analysis**

**Section A Assumptions:**

Section 1	Property	Address	Parcel #	Market Value	Class	AV
		324 Main Street	05-06-14-101-000-073.000	\$99,350	32%	\$31,790

Section 2	2021 Tax Levies (Per \$100 AV)	
	Cass County Sheltered Workshop	0.0454
	City	2.0446
	County	0.0000
	Hospital Maintenance	0.1242
	Junior College	0.2028
	Library	0.2545
	Mt. Pleasant Special Road	0.1839
	School District	5.4119
	State	0.0300
	<b>Total</b>	<b>8.2973</b>

Section 3	Land AV is as follows:	Total AV	Land AV	Improvement AV
		\$31,790	\$2,570	\$29,220

Section 4	Inflation per year:	2%
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Section 5	Abatement Term	12 Years 90% Improvement AV OR cost of improvement (whichever occurs first)
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Section 6	Improvements	Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV
		\$368,500.00	\$283,600.00	\$90,752.00	\$2,570.00	\$88,182.00

**Section B Estimated taxes without the improvement projects**

Tax:	Year	Amount
	2022	\$2,637.71
	2023	\$2,690.47
	2024	\$2,690.47
	2025	\$2,743.22
	2026	\$2,743.22
	2027	\$2,795.97
	2028	\$2,795.97
	2029	\$2,848.73
	2030	\$2,848.73
	2031	\$2,901.48
	2032	\$2,901.48
	2033	\$2,954.24
	<b>Totals</b>	<b>\$33,551.69</b>

**Section C Estimated abated taxes with improvement projects (without abatement)**

Tax:	Year	Amount
	2022	\$8,129.69
	2023	\$8,292.29
	2024	\$8,292.29
	2025	\$8,454.88
	2026	\$8,454.88
	2027	\$8,617.48
	2028	\$8,617.48
	2029	\$8,780.07
	2030	\$8,780.07
	2031	\$8,942.66
	2032	\$8,942.66
	2033	\$9,755.63
	<b>Totals</b>	<b>\$104,060.09</b>

**Estimated Taxes To Be Abated (12 years)**

Taxing Entity	Cass County Sheltered Workshop	City	County	Hospital Maintenance	Junior College	Library	Mt. Pleasant Special Road	School District	State	
% of tax rate:	0.005471659	0.246417509	0	0.014968725	0.024441686	0.030672628	0.022163836	0.652248322	0.003615634	
Year										
2022	\$44.48	\$2,003.30	\$0.00	\$121.69	\$198.70	\$249.36	\$180.19	\$5,302.58	\$29.39	\$8,129.69
2023	\$45.37	\$2,043.37	\$0.00	\$124.12	\$202.68	\$254.35	\$183.79	\$5,408.63	\$29.98	\$8,292.29
2024	\$45.37	\$2,043.37	\$0.00	\$124.12	\$202.68	\$254.35	\$183.79	\$5,408.63	\$29.98	\$8,292.29
2025	\$46.26	\$2,083.43	\$0.00	\$126.56	\$206.65	\$259.33	\$187.39	\$5,514.68	\$30.57	\$8,454.88
2026	\$46.26	\$2,083.43	\$0.00	\$126.56	\$206.65	\$259.33	\$187.39	\$5,514.68	\$30.57	\$8,454.88
2027	\$47.15	\$2,123.50	\$0.00	\$128.99	\$210.63	\$264.32	\$191.00	\$5,620.73	\$31.16	\$8,617.48
2028	\$47.15	\$2,123.50	\$0.00	\$128.99	\$210.63	\$264.32	\$191.00	\$5,620.73	\$31.16	\$8,617.48
2029	\$48.04	\$2,163.56	\$0.00	\$131.43	\$214.60	\$269.31	\$194.60	\$5,726.79	\$31.75	\$8,780.07
2030	\$48.04	\$2,163.56	\$0.00	\$131.43	\$214.60	\$269.31	\$194.60	\$5,726.79	\$31.75	\$8,780.07
2031	\$48.93	\$2,203.63	\$0.00	\$133.86	\$218.57	\$274.30	\$198.20	\$5,832.84	\$32.33	\$8,942.66
2032	\$48.93	\$2,203.63	\$0.00	\$133.86	\$218.57	\$274.30	\$198.20	\$5,832.84	\$32.33	\$8,942.66
2033	\$53.38	\$2,403.96	\$0.00	\$146.03	\$238.44	\$299.23	\$216.22	\$6,363.10	\$35.27	\$9,755.63
<b>Total:</b>	<b>\$569.38</b>	<b>\$21,034.64</b>	<b>\$0.00</b>	<b>\$1,277.76</b>	<b>\$2,086.39</b>	<b>\$2,618.27</b>	<b>\$1,891.94</b>	<b>\$55,677.09</b>	<b>\$308.64</b>	<b>\$104,060.09</b>



Address:	324 Main Street
Application Date:	11/15/21
Valuation:	\$368,500

Project Description	Valuation	Exterior or Interior
Painting, Stucco repair work	\$10,000	Exterior
Windows and Doors (3)	\$5,000	Exterior
Roofing Repairs	\$3,000	Exterior
Fencing (privacy and picket (powered coated aluminum)	\$4,000	Exterior
Demo, stairway, site work to remove cellar door	\$10,000	Exterior
Concrete work, raised patio and stair(s)	\$50,000	Exterior
Landscaping (greenspace)	\$3,500	Exterior
Signage and Lighting	\$10,000	Exterior
Awning(s)	\$5,000	Exterior
Pergola(s)	\$20,000	Exterior
Outdoor Electrical	\$5,000	Exterior
Outdoor Plumbing Fixture	\$2,500	Exterior
<b>Total Exterior Costs</b>	<b>\$128,000</b>	
Clean up and hauling of previous debris	\$10,000	Interior
HVAC	\$25,000	Interior
Plumbing	\$20,000	Interior
Electrical (including lighting)	\$25,000	Interior
Wall Construction: Bar and Kitchen	\$40,000	Interior
Bathrooms (ADA)	\$15,000	Interior
Painting	\$15,000	Interior
Flooring	\$15,000	Interior
Staircase Work	\$5,000	Interior
Ceiling Restoration	\$8,000	Interior
Structural Reinforcement	\$15,000	Interior
Insulation	\$5,000	Interior
Brick Masonry Work	\$7,500	Interior
Vault Restoration	\$10,000	Interior
Skylight Restoration	\$10,000	Interior
Self Labor	\$15,000	Interior
<b>Total Interior Costs</b>	<b>\$240,500</b>	
<b>Total Projected Costs</b>	<b>\$368,500</b>	

<b>Total Reimbursable Project Costs</b>	<b>\$256,000</b>
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**CASS COUNTY \*\*\*\* REAL ESTATE \*\*\*\* STATEMENT: 2021**

STEGNER HOLDINGS LLC  
 1521 SADDLE BROOK  
 RAYMORE, MO 64083

TAX YEAR: 2021  
 ACCT #: 1519600  
 TOTAL DUE: \$2,809.37

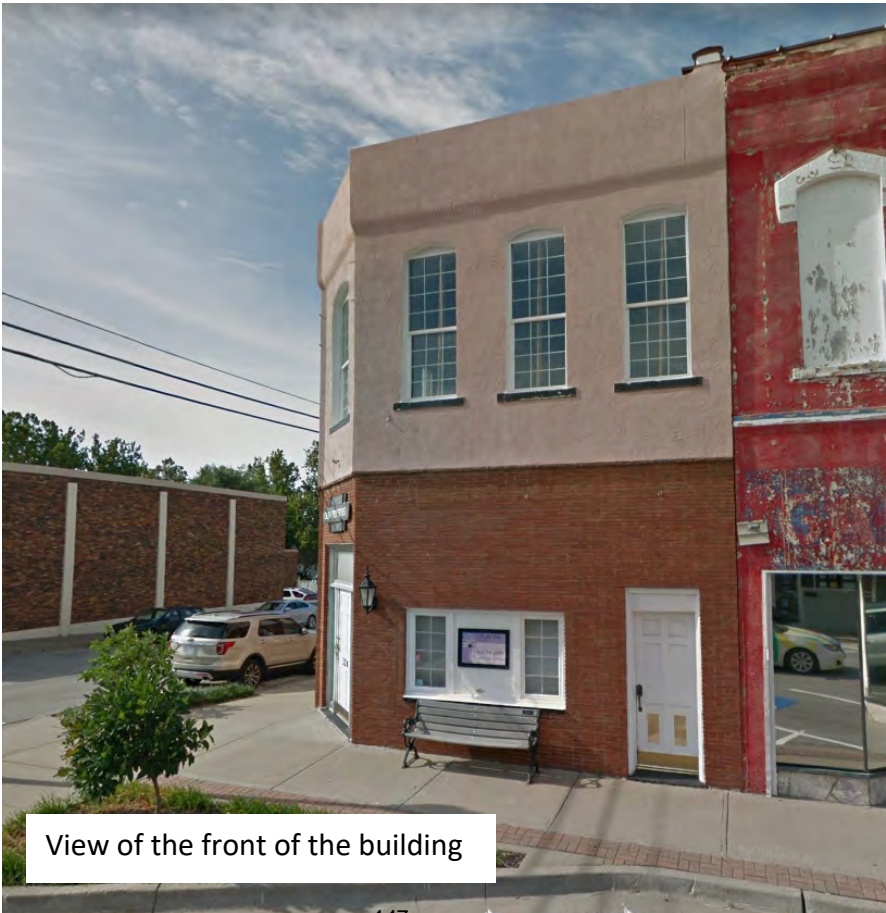
**Personal Description**

<b>Map Number:</b>	<b>Description</b>	<b>Rate</b>	<b>Tax Amt</b>
5-06-14-101-000-073.000	#124 BELTON	5.4119	1,720.44
	STATE	0.0300	9.54
<b>Situs Address:</b>	MT PLEAS ROAD	0.1839	58.46
324 MAIN ST	CASS CO LIBRARY	0.2545	80.91
BELTON, MO 64012	HOSPITAL MAINT	0.1242	39.48
SEC: 14 TWP: 46 RNG: 33 Book/Page: 4742/15	METRO JR COLL	0.2028	64.47
<b>ACREAGE: 0.00</b>	SHELTER WKSHOP	0.0454	14.43
<b>Legal Description:</b>	SURTAX	0.5400	171.66
ORIG BELTON LOT 1 BLK 47	BELTON-CITY	2.0446	649.98
<b>Subdivision/Blk/Lot:</b>	<b>Tax Amount:</b>	<b>8.8373</b>	<b>2,809.37</b>
ORIG BELTON 1	<b>TOTAL DUE:</b>		<b>\$2,809.37</b>
<b>Assessed Values</b>			
Residential:	0		
<b>TOTAL ASSESSED</b>	<b>31,790</b>		



View of the front of the building

Google



View of the front of the building



View of the back of the building



View of the back of the building



View of the sidewalk



Arial View

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Robert Greenwood  
Chief Executive Officer  
CASCO Area Workshop  
1800 Vine  
Harrisonville, MO 64701



9590 9402 6281 0274 5783 76

2. Article Number (Transfer from service label)  
9489 0090 0027 6316 5164 22

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X   Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. J. Christopher Lang, MHA, FACHE  
Chief Executive Officer  
Cass County Regional Medical Center  
2800 e. Rock Haven Road  
Harrisonville, MO 64701



9590 9402 6281 0274 5789 94

2. Article Number (Transfer from service label)  
9489 0090 0027 6316 5164 39

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X   Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
Ben Schluter 12/6/21

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Kimberly Beatty  
Chancellor  
Metropolitan Community College District  
3200 Broadway  
Kansas City, MO 64111

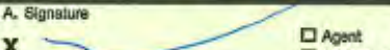


9590 9402 6281 0274 5789 32

2. Article Number (Transfer from service label)  
9489 0090 0027 6316 5164 91

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X   Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Bob Huston  
Presiding Commissioner  
Cass County Courthouse  
102 East Wall Street  
Harrisonville, MO 64701



9590 9402 6281 0274 5789 25

2. Article Number (Transfer from service label)  
9489 0090 0027 6316 5165 07

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X   Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
Bob Huston 12/6/21

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Christie Kessler  
Director  
Cass County Public Library  
400 E Mechanic Street  
Harrisonville, MO 64701



9590 9402 6281 0274 5789 70

2. Article Number (Transfer from service label)  
9489 0090 0027 6316 5164 46

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X   Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
Christie Kessler 12/6/21

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

# **SECTION IX**

## **L**

**BILL NO. 2021-84**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING APPENDIX B – TRAFFIC SCHEDULES, TABLE 6 – NO PARKING ZONES AS REFERENCED IN CHAPTER 13 – SECTION 13-333 IN THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO ESTABLISH A “NO PARKING” ZONE ALONG THE EAST SIDE OF SPEAKER AVENUE FROM EAST 160<sup>TH</sup> TERRACE TO EAST 162<sup>ND</sup> STREET.**

**WHEREAS**, the City has adopted Appendix B – Traffic Schedules, Table 6 – No Parking Zones, Belton Municipal Code Section 13-333, wherein the City has designated certain portions of the streets in Belton as “No Parking” zones; and

**WHEREAS**, the City will amend Appendix B – Traffic Schedules, Table 6 – No Parking Zones to include an additional “No Parking” zone along the east side of Speaker Avenue from East 160<sup>th</sup> Terrace to East 162<sup>nd</sup> Street.

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

**SECTION 1.** That Appendix B, Table 6 – No Parking Zones as referenced in Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri is hereby amended as described in **Attachment A**.

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

**SECTION 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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



ATTEST:

---

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021- \_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:           COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:         COUNCILMEMBER:

---

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

**ATTACHMENT A**

APPENDIX B – TRAFFIC SCHEDULES

TABLE 6. - NO PARKING ZONES

(1) General.

Street	Extent
Airway Lane	South side from Westover Road to Hillcrest Road
Bel-Ray Boulevard	East and west sides of each lane of traffic from Missouri Highway 58 to Bel-Ray Drive
Berry Avenue	North side from Sunset to Carnegie
Brookside Drive	North side from Colbern Street to Lacy Lane
Cambridge Road	Prospect Avenue to Peculiar Drive
Cherry Street	On the east and west sides from Main Street south to the alley for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
	On the east and west sides from Main Street to Commercial Street except for the first 90 feet north of Main Street on the east side
	On the east side for the first 90 feet North of Main Street for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
North Chestnut Street	East side from Missouri Highway 58 to North Oak Drive
Cleveland Avenue	East and west sides from the intersection of Missouri Highway 58 to Trevis Avenue
Cunningham Industrial Parkway	East and west sides from the intersection of Missouri Highway 58 to a point 250 feet south of such intersection
Hargis Street	North side from North Chestnut Street to North Walnut Street
Hillcrest Road	East side, from its intersection with West North Avenue (Missouri Highway 58) to a point approximately 30 feet north of such intersection
Jefferson Street	East side from Missouri Highway 58 to Circle Drive
Kenneth Lane	South side from Westover Road to Askew Avenue
	North side from Westover Road to Cleveland Avenue

Kent Drive	East side from Cambridge Road to Brentwood Drive
Lacy Lane	East side from Mill Street to Park Avenue
Lawrence Avenue	West side from 155th Street to 157th Street
Locust Hill Road	On north end and south side from the intersection of North Scott to the intersection of QuikTrip Way
Lynn Street	South and west side from Baldwin Street to Spring Street
Main Street	On the north and south sides from Cherry Street to Herschel Street for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
Mill Street	North side from Cleveland Avenue to Carol Avenue
North Oak Drive	South side from North Walnut Street to Sunny Drive
Pacific Drive	West side from Eldorado Drive to Miller Avenue
East Pacific Drive	Southside from South Scott Avenue to Missouri Highway Y
Powell Parkway	East and west sides from the intersection of Missouri Highway 58 to the north end of Charter Plaza Street
QuikTrip Way	On the east and west side from the intersection of Y Highway to the intersection of Locust Hill Road
Shady Lane	East side from Missouri Highway 58 to Hargis Street
South Avenue	On the north and south sides from South Scott to Y Highway
South Scott Avenue	East side from Missouri Highway 58 to Cambridge Avenue
South Scott Avenue	West side from Missouri Highway 58 to 20 feet south of South High School entrance
South Scott Avenue	West side from Cambridge Avenue to 650 feet north of Cambridge Avenue, between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday
South Scott Avenue	West side from 20 feet south of South High School entrance to 20 feet north of cemetery entrance, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday
South Scott Avenue	West side from Cambridge Avenue to 130.59 feet north of 181st Street

<b>Speaker Avenue</b>	<b>East side from East 160<sup>th</sup> Terrace to East 162<sup>nd</sup> Street</b>
Spring Valley Road	West side from 163rd Street to Bel-Ray Drive
Spring Valley Road	West side from 163rd Street to Harold Drive
Spring Valley Road	South side from Harold Drive to Harris Avenue
Spring Valley Road	South side from Lea Avenue to Bel-Ray Boulevard
Sunrise Drive	South side from Colbern to Baldwin
Sunny Drive	West side from North Oak Drive to Hargis Street
Sunrise Drive	South side from South Scott Avenue to East Pacific Drive
Terry Avenue	East side from 155th Street to 157th Street
Vivian Road	South side, from the intersection of North Scott west to the end of Vivian Road
East Washington Street	South side from North Chestnut Street to North Walnut Street
Westover Road	East side, from 100 feet south of its intersection with Mark Lane to 25 feet north of such intersection
	West side, 50 feet north of its intersection with Mark Lane to 50 feet south of such intersection
	East side, from 30 feet north of the centerline of Markey Road to 30 feet south of the centerline of Bong Avenue
	West side, from 30 feet south of the centerline of Nellis to 30 feet north of the centerline of Markey Road
	East side, from 325 feet south of its intersection with Shawn Drive to 225 feet south of such intersection
	West side, from 150 feet south of its intersection with Shawn Drive to 300 feet south of such intersection
155th Street	South side from U.S. Highway 71 to Harris Avenue
163rd Street	North and south sides from U.S. Highway 71 to Kentucky Avenue

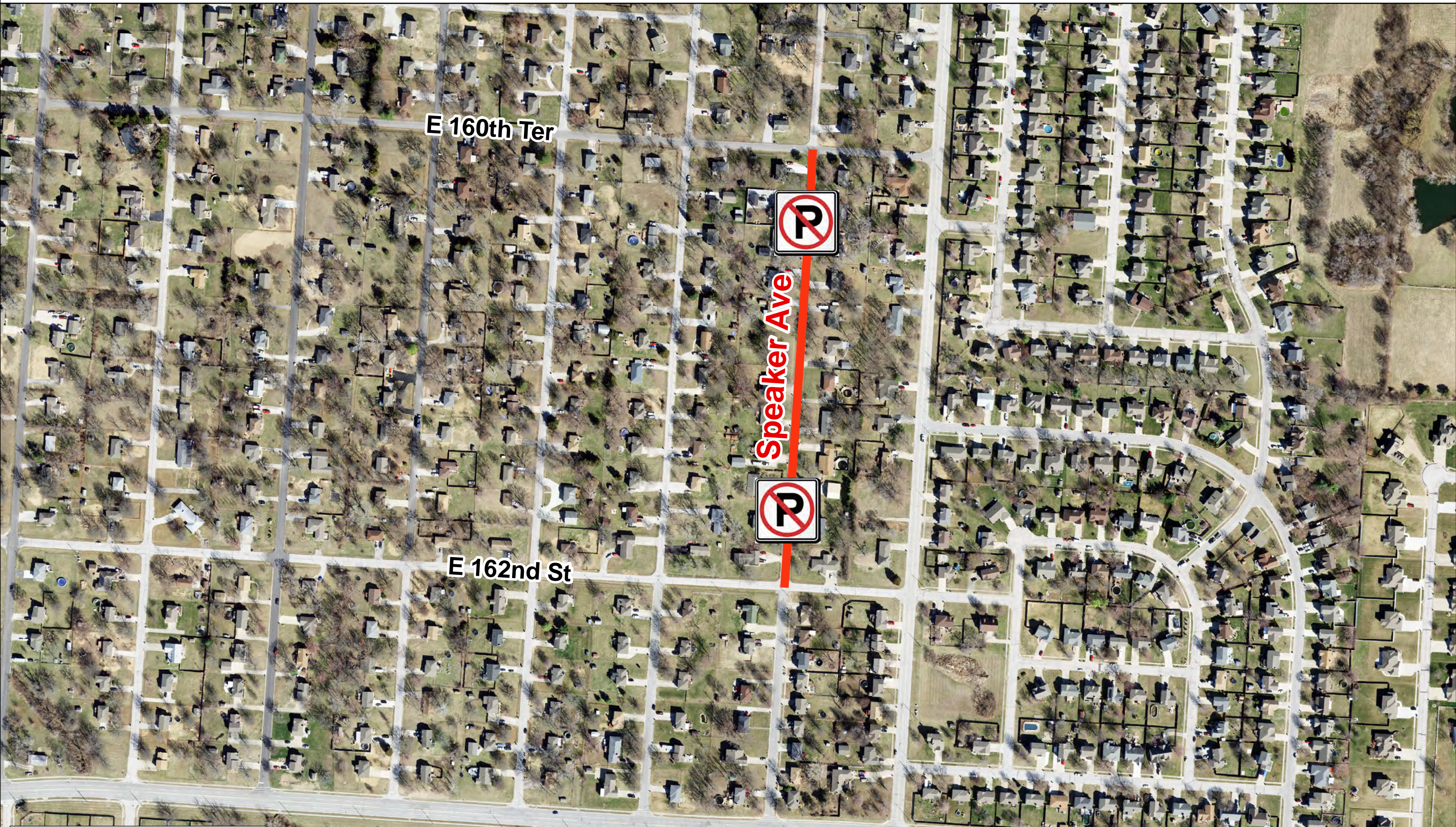
170th Street	North side from Kentucky Street to Bel-Ray Boulevard
174th Street	South side from Prospect Avenue to Cerito Drive

(2) Within 50 feet of the following intersections:

Brookside Drive and Colbern
Colbern Drive and Walnut
King Street and North Scott
London Way southeast corner
Middleton and Bel-Ray Boulevard
Mill Street and Baldwin
Park Avenue and Cleveland
Park and Lacy
Sunrise Drive and Colbern



# No Parking - Speaker Ave




E 160th Ter

E 162nd St

E 163rd St



Speaker Ave

 No Parking - Speaker Ave

