



**Agenda of the Belton City Council
February 23, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>**

Seating is limited due to social distancing.

I. CALL PUBLIC HEARING TO ORDER

The City of Belton will hold a Public Hearing on the proposed Annual Budget for the fiscal year beginning April 1, 2021 and ending March 31, 2022.

II. ADJOURN PUBLIC HEARING

III. CALL WORK SESSION TO ORDER

IV. ITEMS FOR REVIEW AND DISCUSSION

A. Old Town Belton Chapter 353 Policy

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V. ADJOURN WORK SESSION

VI. CALL MEETING TO ORDER

VII. PLEDGE OF ALLEGIANCE – Councilmember Lathrop

VIII. ROLL CALL

IX. PERSONAL APPEARANCES

X. CONSENT AGENDA

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

A. Motion approving the minutes of the February 9, 2021, City Council Meeting.

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- B. Motion approving Resolution R2021-09
A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located in Apple Valley subdivision and ratifying Task Agreement No. 2020-8 in the amount of \$140,914.77.

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- C. Motion approving Resolution R2021-10
A resolution approving a contract for services for Fire Station 1 concrete replacement with Terry Snelling Construction, Inc., the low, best and responsive bid, in the amount of \$173,595.70.

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- D. Motion approving Resolution R2021-11
A resolution approving the engagement of Troutt, Beeman and Company to audit the city financial records for fiscal year 2021.

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- E. Motion approving Resolution R2021-12
A resolution authorizing the offering for sale of general obligation refunding and improvement bonds for the benefit of the City of Belton, Missouri.

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- F. Motion approving Resolution R2021-13
A resolution appointing Lylette Utz and reappointing Alexa Barton to the Board of Directors of the Y Highway Market Place Community Improvement District.

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XI. REGULAR AGENDA

- A. Motion approving the first reading of Bill No. 2021-05
An ordinance approving the proposed fiscal year 2022 city budget, as revised, and appropriating funds from the revenues of the City.

This ordinance approves the first reading to adopt the proposed fiscal year 2022 city budget. The second reading is scheduled for March 9, 2021.

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- B. Motion approving the first reading of Bill No. 2021-06
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of returning a portion of funds transferred by the water fund to the general fund for reimbursement of administrative costs.

This ordinance amends the budget to reduce the FY2021 transfer into the General Fund in the amount of \$230,793 from the Water Fund. A calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds equaling \$70,938 in FY2018, \$93,049 in FY2019 and \$66,806 in FY2020.

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- C. Motion approving the first reading of Bill No. 2021-07
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of appropriating storm water bond proceeds to replace water lines in conflict with the storm sewer for the Hargis Lake Storm Water Improvements Project.

This ordinance amends the budget to use \$878,190 of storm water bond proceeds to replace water lines that need to be relocated during the Hargis Lake Storm Water Project. This amendment will reduce funding for other storm water projects. Other projects budgeted, but not yet completed, include storm water projects for Hight & Bryan, Buena Vista, Hawthorne Drive & Redbud Lane, and Lacy Estates & Cambridge Road.

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- D. Motion approving the first reading of Bill No. 2021-08
An ordinance amending Sections: 42-36, rates inside the City; 42-38, water rates for approved water districts or local governments; 42-39, rates for water consumed outside city; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.

This ordinance increases water usage rates by 8% . Overall, residential customers living inside City limits will see an increase of \$1.23 to their minimum monthly bill (an increase of 5.72%).

	Inside Residential Water and Inside Sewer Volume Minimum			
	current	new	difference	
water minimum	15.40	16.63	1.23	
debt service minimum	6.11	6.11	-	
sewer minimum	13.91	13.91	-	
debt service minimum	11.52	11.52	-	
Total before tax	46.9400	48.1700	1.23	5.72%

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- E. Motion approving both readings of Bill No. 2021-09
An ordinance authorizing the Police Department to purchase a video server in conjunction with a grant received from the Department of Justice (DOJ) to expand the City's current body worn and in-car camera system.

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- F. Motion approving both readings of Bill No. 2021-10
An ordinance authorizing the Chief of Police to submit for grant applications to the Missouri Department of Transportation (MoDOT) Division of Highway Safety for 2021-2022.

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- XII. CITY COUNCIL LIAISON REPORTS
XIII. MAYOR'S COMMUNICATIONS
XIV. CITY MANAGER'S REPORT

March/April 2021 City Council Meetings – 6:00 p.m.

March 9, 2021

March 23, 2021

April 13, 2021

April 27, 2021

- XV. COMMUNICATIONS FROM CITY COUNCIL
XVI. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

SECTION IV

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2021

DIVISION: Economic Development Department

COUNCIL: Regular Meeting Work Session Special Session

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

BACKGROUND:

Old Town Belton (OTB) is the oldest neighborhood in our community, with the majority of structures having been built between 1872 and 1930. It is comprised by our Main Street and surrounding residential neighborhood; a mix of developed commercial and residential properties, with scattered, vacant undeveloped property.

Over the years in OTB, a number of buildings have not been properly maintained and show increased signs of aging and deterioration. Chapter 353 tax abatement is an incentive allowed by Missouri law to encourage the redevelopment of blighted areas through the abatement of real property taxes.

Staff has prepared an Old Town Belton Redevelopment Plan Policy for City Council’s consideration. This proposed policy is intended to spur redevelopment of OTB by offering tax abatement in exchange for appropriate improvements and renovations to the buildings in the redevelopment area. The intent of this plan is to strengthen the economic vitality of the OTB area by providing financial incentives for improving the appearance and structural conditions of its buildings.

A sampling of metropolitan peer cities that have been successful in the utilization of Chapter 353 for redevelopment are: Grandview, Raytown, Liberty, Blue Springs, Lee’s Summit and Kansas City, MO, to name a few.

STAFF RECOMMENDATION:

Staff recommends approval of the Old Town Belton Redevelopment Plan Policy pursuant to Chapter 353, RSMo, with the first reading on March 23, 2021 and the second reading on the April 13, 2021.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Proposed Old Town Belton Redevelopment Plan Policy
2. Old Town Belton Redevelopment Plan Process
3. Sample Project Application Form
4. Example of Assumed Tax Abatement (Per Level of Investment)



CITY OF BELTON, MO

Old Town Belton Redevelopment Plan Policy

I. Program Statement

The intent of the Old Town Belton Redevelopment Plan is to strengthen the economic viability of the Old Town Belton (OTB) area by providing financial incentives for improving the appearance and structural conditions of its buildings.

The ultimate success of OTB is dependent upon private sector commitment. It is up to the merchants, building owners, residents, professionals, and investors to improve the value of their businesses or residences and the condition of their buildings.

This incentive program is intended to stimulate improvements to Old Town buildings by providing an innovative financing mechanism. It presents an opportunity to preserve our community's heritage, and to enhance and promote the unique atmosphere, which Belton provides. Successful implementation will result in a stronger Old Town and a stronger Belton community. See attached Exhibit A for the Redevelopment Area Boundaries.

II. Appropriate Improvements

A number of Old Town buildings have not been properly maintained or altered in a manner that does not improve the appearance or the image of Belton. In some cases, alteration is not consistent with the overall design of the structure itself. Such building treatments or lack of improvements/maintenance are in direct conflict with the need for a comprehensive, coordinated approach to improvements.

In 2012 the Old Town Belton Overlay District & Design Guidelines were approved by City Council, which includes guidelines for improvements to existing buildings that address the appearance and structural conditions. It promotes the potential use of financial incentives to encourage investment and redevelopment activity. The boundaries of that district lie within the boundary of the OTB Redevelopment Area.

Furthermore, one of the principal findings and recommendations of the 2019 Belton Housing Study is that OTB has significant amounts of older homes, and older rental units. Many of these have become blighting influences. Through strategies, policies and plans for enhancing the original part of Belton, and if fully rehabilitated to contemporary standards, may provide for affordable workforce housing assets, strengthening the housing stock and economic viability of OTB. The study states that the greatest potential for a resurgent town center, lies in continued reinvestment in the surrounding Old Town Area.

The focus on Old Town reinvestment remains highly relevant in 2021.

The OTB Redevelopment Plan Policy has been drafted with the notion of encouraging building improvements in accordance with the OTB Redevelopment Plan. It is important that structures, in their design and use, are improved/upgraded. The incentive program would provide property tax abatement as a tool to encourage investment in OTB. A policy has been developed that establishes standards for qualifying for incentives. Accordingly, no tax abatement shall be granted unless, at a minimum, the proposed redevelopment project reflects a significant improvement as determined by the City.

III. Description of Program

Pursuant to Chapter 353, RSMo, the City of Belton, through an entity to be created called the Old Town Belton Redevelopment Corporation (OTBRC), has the ability to abate real property taxes for redevelopment projects. The amount and length of the tax abatement depends on which “level” applies to the project: A (1-2), B or C. The incentive amount and length vary with each level depending upon the investment amount.

Level A-1 / To Attract Market-Stabilizing Investments (market stabilization)	
Investment Threshold	\$15,000 - \$24,999 (excluding cost of acquisition)
Incentive Amount and Abatement Period:	Equal to cost of improvements or 90% abatement for 10 years, whichever occurs first.
% of Exterior Improvements	100% Exterior

Level A-2 / To Attract Market-Stabilizing Investments (market stabilization)	
Investment Threshold	\$25,000 - \$149,999 (excluding cost of acquisition)
Incentive Amount and Abatement Period:	Equal to cost of improvements or 90% abatement for 10 years, whichever occurs first.
% of Exterior Improvements	50% exterior

Level B / To Attract Mid-Market Investments (market stimulating)	
Investment Threshold	\$150,000 - \$749,999
Incentive Amount and Abatement Period:	Equal to cost of improvements or 12 years 90% abatement, whichever occurs first.
% of Exterior Improvements	50% exterior

Level C / To Attract Sizable Market Shifting Investments (market shifting)	
Investment Threshold	\$750,000 & Up - Requires a “But for” economic analysis paid for by the applicant.
Incentive Amount and Abatement Period:	Equal to cost of improvements or 15 years 90% abatement, whichever occurs first. PILOTS to be negotiated as deemed appropriate by the City Council.
% of Exterior Improvements	50% exterior

Determination of qualified investment threshold. If the project involves new construction or rehabilitation of an existing structure, interior and exterior costs may count towards the investment range. The total project budget for the investment should look to allocate approximately 50% to exterior costs and 50% to interior costs, however these percentages may vary with the key consideration being both the exterior and interior must be brought up to desired standards, subject to the OTBRC Board’s review. The OTBRC Board shall review the project budget and make a recommendation to the City Council for approval.

Applicable/Non-applicable investment costs examples include, but are not limited to:

Applicable costs:

- Exterior: Masonry work, paint, signs, awnings, materials, windows, doors, roof, gutters, downspouts, pavement (off-street), landscaping, lighting, ADA accessible, demolition, self-help labor, and contract labor
- Interior: Plumbing, electrical, structural alterations/reconstruction, paint, energy conservation (insulation, weather stripping, sealing, etc.), permanently attached fixtures, HVAC, ADA accessible, self-help labor, and contract labor

Non-applicable costs:

- Exterior: Inappropriate cleaning methods
- Interior: Furniture, appliances, inventory, display fixtures (unattached to wall), and decor

Self-help labor. Self-help labor must be approved before it occurs. City staff will coordinate with applicant to track and verify the amount that will be included as an applicable cost.

Invoice documentation. Invoices for all investment costs will be required to be submitted to City staff after the redevelopment project is complete and before the tax abatement is finalized.

Project density. A redevelopment project shall generally relate to an individual land parcel but treating multiple properties as if assembled may be appropriate depending upon the circumstances. Commercial projects may have one or more units per structure.

Future projects. If a project occurs in the future on a property during its tax abatement time period, the future project will be allowed to apply for tax abatement. If the future project does not apply for or is not granted tax abatement, additional PILOTs will be required to be paid on the increase of assessed valuation relating to the future project.

“PILOT” refers to payments in lieu of taxes to be made to all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such property in the year such payments are due.

But-for economic analysis. With respect to a particular Redevelopment Project, the applicant would not reasonably be anticipated to undertake the Redevelopment Project without the tax abatement incentive, which may be evidenced by an applicant’s affidavit attesting to this fact. The cost of any but-for economic analysis will be paid for by the applicant.

IV. Eligible Property

Redevelopment projects may be located on any parcel within the OTB Redevelopment Area. See attached Exhibit A for the Redevelopment Area boundaries.

V. Application Process

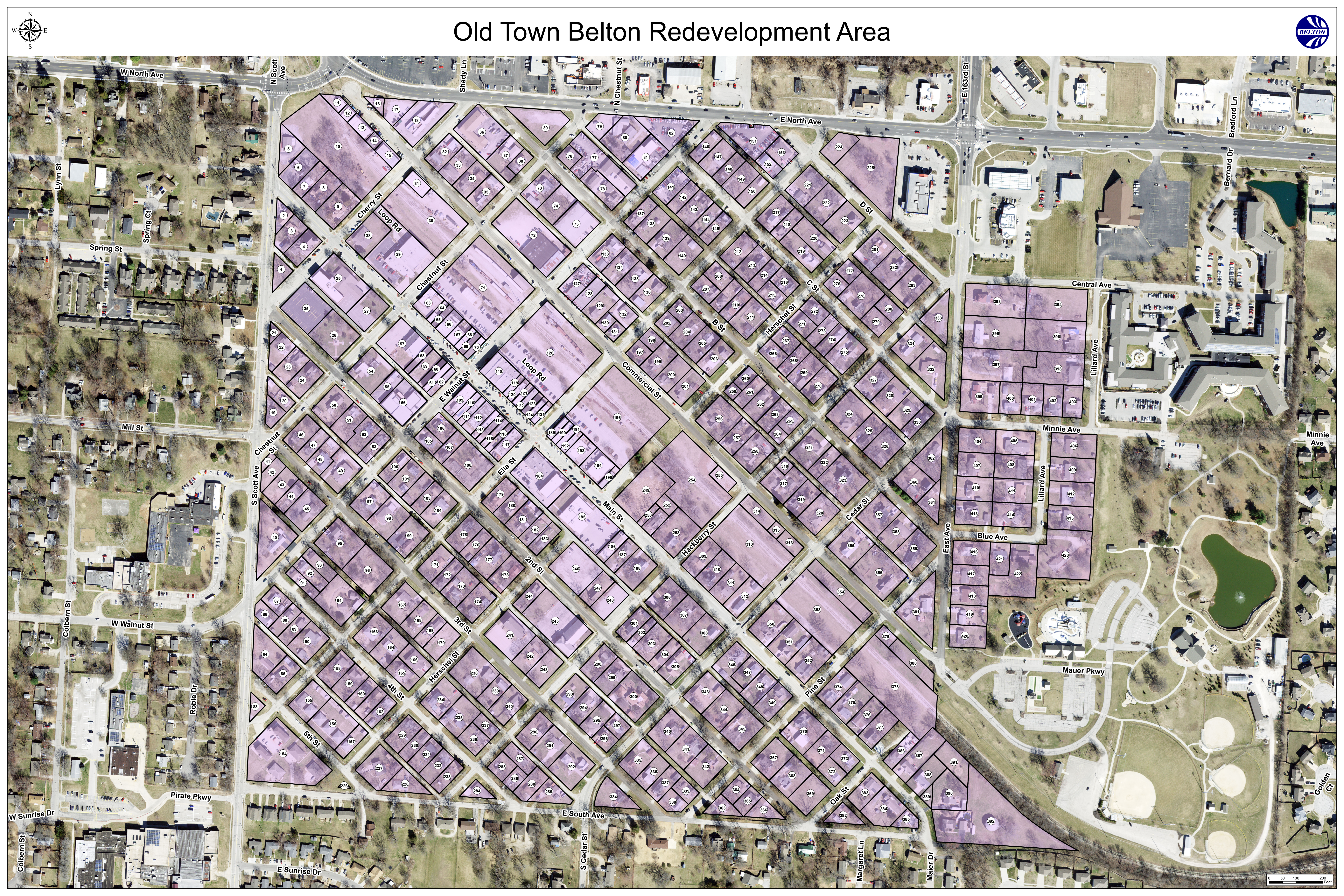
Applications for the program will be accepted by the City staff on behalf of OTBRC. A \$250.00 filing fee to City of Belton is required with the application for investment Level "A" or a filing fee of \$750.00 for investment Level "B" and "C". If approval is not given for tax abatement for the project, the filing fee will be refunded.

The Application will first be reviewed by City staff for a determination of whether the proposed Redevelopment Project is a suitable project. If the staff review determines that the proposed Redevelopment Project is suitable, the application will be considered by the OTBRC Board for recommendation to the City Council, including a recommendation as to the appropriate incentive level. The City Council shall then consider the OTBRC Board's recommendation. If the City Council favorably considers the application, it will adopt an ordinance approving the Redevelopment Project and authorizing the tax abatement. The property owner and OTBRC will then enter into a Memorandum of Understanding setting forth program responsibilities and expectations and execute special warranty deeds conveying the property – albeit briefly – to OTBRC and then back to the property owner, which then serves as the statutory trigger for the tax abatement.

**The tax incentive is available for only those projects that have been approved by the City Council before the project is started (excluding pilot projects undertaken prior to adoption of this Policy).

EXHIBIT A

Old Town Belton Redevelopment Area





OLD TOWN BELTON REDEVELOPMENT PLAN
PROJECT APPLICATION

Project Name: _____

Name of applicant: _____

Mailing address: _____

Phone Number: Work: _____ Mobile: _____

Project Address: _____

Does the applicant own the project building Yes: _____ No: _____*

Attach current tax statement: [] Attach current business license (if commercial): []

Investment amount: _____

Proposed project start date: _____

Proposed project completion date: _____

What is (are) the existing use(s) of the building? _____

Will this project proposal correspond with a change in the use of the building? If so, explain: _____

The project will involve the building's: Interior: _____ Exterior: _____ Both: _____

Please explain: _____

**

The undersigned applicant affirms that the information submitted herein is true and accurate to the best of my (our) knowledge.

Signature of Applicant(s): _____ Date: _____

_____ Date: _____

*If the answer is no, please attach a letter from the owner expressing approval of the project proposal.

**Attach cost breakdown by major categories such as signs, awnings, painting, repair, etc., as an attachment to this application. Attach one copy of the project design to the application.



Chapter 353 Old Town Belton Redevelopment Plan Program Process

1. Property owner submits application for approval of a project and pays the City a filing fee.
2. City staff reviews application for a determination of whether the proposed project complies with the City's adopted Old Town Belton Redevelopment Plan (the "Plan") and adopted Old Town Belton Redevelopment Plan Policy (the "Policy").
3. Old Town Belton Redevelopment Corporation ("OTBRC") Board of Directors reviews the application and makes a recommendation to the City Council for approval, denial, or approval with conditions, along with the appropriate incentive level (A, B, or C) pursuant to the Policy.
4. City staff mails notice to the taxing districts of a public hearing before the City Council along with a tax impact analysis at least 15 days prior to the date of the public hearing.
5. Public hearing held and ordinance approved by the City Council amending the Plan to authorize the tax abatement for the project. (Any projects that are not approved by the City Council will have the filing fee refunded).
6. Memorandum of Understanding agreement executed by the property owner with the OTBRC.
7. Property owner proceeds with project construction.
8. Property owner submits invoices for work performed to City staff for review and certification of costs.
9. City staff verifies work was performed and completed in accordance with the approved project and completes certification of costs.
10. Property owner transfers property by quit claim deed to OTBRC and OTBRC transfers the property immediately back to property owner by quit claim deed to trigger the tax abatement.
11. City staff provides notification to County Assessor and County Collector of the tax abatement including a copy of the Memorandum of Understanding agreement.
12. Beginning in the year of the property transfer, County Collector bills property owner for taxes due (e.g., land only portion of taxes are still due during the first 10 years of abatement) and payments in lieu of taxes ("PILOTS") pursuant to the terms of the Memorandum of Understanding agreement in the amount of taxes that would have been due on the previously existing improvements to the property if no tax abatement had been granted. County Collector collects the taxes and PILOTS by December 31 of each year and distributes them to each of the taxing districts.
13. City staff tracks tax abatement for 10-15 years (depending on level of tax abatement approved) or until costs of improvements have been recouped through tax abatement, whichever occurs first.

Example of Assumed Tax Abatement (Per Level of Investment)

Level	A-1	A-2	B	C
Improvement Minimum (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Abatement Value	90% for 10 years	90% for 10 years	90% for 12 years	90% for 15 years

**Or equal to the cost of improvements

Example Residential Property

Market Value: \$119,000 AV: \$11,430

Improvement Value (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Total Tax Abatement	\$15,000 (capped at IV)	\$21,511	\$33,088	\$88,657

Market Value: \$155,000 AV: \$14,140

Improvement Value (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Total Tax Abatement	\$15,000 (capped at IV)	\$25,000 (capped at IV)	\$39,756	\$95,325

Market Value: \$212,000 AV: \$24,990

Improvement Value (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Total Tax Abatement	\$15,000 (capped at IV)	\$25,000 (capped at IV)	\$50,314	\$105,883

Example of Assumed Tax Abatement (Per Level of Investment)

Level	A-1	A-2	B	C
Improvement Minimum (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Abatement Value	90% for 10 years	90% for 10 years	90% for 12 years	90% for 15 years

**Or equal to the cost of improvements

Example Commercial Property

Market Value: \$95,000 AV: \$15,410

Improvement Value (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Total Tax Abatement	\$15,000 (capped at IV)	\$25,000 (capped at IV)	\$50,188	\$143,778

Market Value: \$175,000 AV: \$16,780

Improvement Value (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Total Tax Abatement	\$15,000 (capped at IV)	\$25,000 (capped at IV)	\$75,146	\$168,736

Market Value: \$249,000 AV: \$24,070

Improvement Value (IV)	\$15,000	\$25,000	\$150,000	\$750,000
Total Tax Abatement	\$15,000 (capped at IV)	\$25,000 (capped at IV)	\$98,231	\$191,821

SECTION X

A

**Minutes of the Belton City Council
February 9, 2021
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:02 p.m.

James Person, Police Chief, appeared via videoconference to present the 2020 annual crime report. The full report will be on the Police Department website and Facebook page.

Sid Douglas, Gilmore Bell, (via videoconference) and Carolyn Yatsook, Economic Development Director, reviewed the Economic Development Incentives Policy and amendments which will be coming tonight for approval under R2021-08.

Sheila Ernzen, Assistant City Manager/Finance Director, presented a review of the overhead allocation. The General Fund pays expenses on behalf of the entire City, including departments not located within the General Fund. Some of these expenses are transferred back by the Proprietary and Special Revenue Funds. It has come to Ms. Ernzen's attention that the water fund has over transferred to the General Fund. The City Council directed staff to prepare a budget amendment to transfer these funds back.

Ms. Ernzen gave an overview of the Proprietary Funds and Special Revenue Funds in the proposed FY2022 budget.

Being no further business, Mayor Davis adjourned the work session at 9:14 p.m. and took a short recess.

Mayor Davis called the regular meeting to order at 9:24 p.m.

Councilmember VanWinkle led the Pledge of Allegiance to the Flag.

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

Councilmember absent: Lorrie Peek

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

CONSENT AGENDA

Councilmember Davidson asked the Council to please remove items D and E from the Consent Agenda and discuss under separate action.

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

- **approving the minutes of the January 26, 2021, City Council Meeting.**

- **authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- **approving the January 2021 Municipal Division Summary Report for Municipal Court.**
- **approving Resolution R2021-06: A resolution approving Task Agreement No. 7 with Wilson & Company in the amount of \$30,000.00 to update the Water Master Plan.**

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

Andrea Cunningham, City Clerk, read Resolution R2021-04: **A resolution approving the engagement of the Missouri State Auditor’s office to audit the City Records pursuant to a Citizen Petition Audit.**

Presented by Councilmember Clark, seconded by Councilmember Finn. Councilmember Davidson asked what this letter is for. Ms. Ernzen said the auditor’s office requested the signed engagement letter. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2021-05: **A resolution approving Amendment No. 1 to Task Agreement No. 2020-5 with Wilson & Company in the amount of \$70,121.00 for a total amount of \$690,592.10 to redesign North Cass Parkway alignment and design a precast arch structure on North Cass Parkway over East Creek funded via Belton-Cass TDD.**

Presented by Councilmember Finn, seconded by Councilmember Clark. Councilmember Davidson asked what a precast arch is. Greg Rokos, Director of Public Works, said it’s a prefabricated piece used instead of a standard bridge. Padraic Corcoran, Attorney, said the City will be reimbursed from the TDD for staff time and construction. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

REGULAR AGENDA

Ms. Cunningham gave the final reading of Bill No. 2021-03: **An ordinance approving the Final Plat for The Encore; a tract of land in the Southwest quarter of Section 12, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the Plat for recording with the Cass County Recorder’s office.**

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

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

Noes: 0

Absent: 1 Peek

Bill No. 2021-03 was declared passed and in full force and effect as **Ordinance No. 2021-4608**, subject to Mayoral veto.

Ms. Cunningham read Resolution R2021-07: **A resolution approving Task Agreement No. 2021-1 with Trekk Design Group, LLC in the amount of \$78,189.80 to design water lines in conflict with the storm sewer for the Hargis Lake stormwater improvements project.**

Presented by Councilmember Lathrop, seconded by Councilmember VanWinkle. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2021-08: **A resolution of the City of Belton, Missouri, approving an Economic Development Incentives Policy.**

Presented by Councilmember Lathrop, seconded by Councilmember Clark. Councilmember Trutzel made a motion to amend the proposed resolution to include the inserts into the City of Belton Economic Development Incentives Policy presented to the City Council on February 9, 2021. Councilmember Lathrop seconded. Vote on the amendment was recorded with all present voting in favor. Motion carried. Vote on the resolution, as amended, was recorded with all present voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- Park weather closures will be posted on the park website/social media and on TV
- Register for spring classes and leagues
- Summer camp is hiring
- There is a paint party this Friday

MAYOR'S COMMUNICATIONS

The Mayor attended the Cass County Coalition of Economic Development meeting where they talked about small business and work force.

Mr. Rokos addressed the freezing weather on the way. As long as water is moving through the pipes, it won't freeze. Keep cabinet doors open. Don't turn down the thermostat too much.

Staff is working each day to do their daily work and answer the auditor's questions.

CITY MANAGER'S REPORT

February/March 2021 City Council Meetings – 6:00 p.m.

February 23, 2021

March 9, 2021

March 23, 2021

Alexa Barton, City Manager, thanked the Public Works Department for making the room dividers for the Council Chambers.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Savage made a motion reconsidering R2021-07 at the next meeting. He didn't believe the funding should come out of the Water Fund, but rather the Storm Water Projects Fund. Ms. Ernzen suggested a budget amendment could be brought to the next meeting to move these funds. Councilmember Savage withdrew his motion. An ordinance will be brought to the next meeting.

Councilmember Clark inquired about the streetlights being off at Hwy 58 and 49. Mr. Rokos said he has contacted MODOT about this numerous times.

Being no further business, Councilmember Lathrop moved to adjourn at 9:50 p.m. Councilmember Clark seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION X

B

R2021-09

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY STORMWATER REPAIRS LOCATED IN APPLE VALLEY SUBDIVISION AND RATIFYING TASK AGREEMENT NO. 2020-8 IN THE AMOUNT OF \$140,914.77.

WHEREAS, the street in Apple Valley subdivision was collapsing from metal pipe being rusted and failing. The pipe needed to be replaced from the west side of the subdivision to behind the homes on Rome Court; and

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

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work was completed at a total cost of \$140,914.77 that does not include the cost of restoration that will need to occur in spring 2021; and

WHEREAS, the City Council believes that Task Agreement 2020-8 with Breit Construction, LLC accurately reflects the stormwater repairs performed in Apple Valley subdivision on an emergency basis in the amount of \$140,914.77.

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

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

SECTION 2. That Task Agreement No. 2020-8, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$140,914.77 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 Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2021

DIVISION: Public Works/Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The street in Apple Valley subdivision was collapsing from metal pipe being rusted and failing. The pipe needed to be replaced from the west side of the subdivision to behind the homes on Rome Court. The City Manager, in conference with the Public Works Director and Stormwater Foreman, subsequently determined that emergency improvements were necessary and authorized immediate commencement of the work to resolve the emergency issue.

Using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work was completed at a total cost of \$140,914.77 that does not include the cost of restoration that will need to occur in spring 2021.

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	140,914.77
Funding Source:	225-0000-495-7300 ST2103	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located in Apple Valley subdivision and ratifying Task Agreement No. 2020-8 in the amount of \$140,914.77.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2020-8 and Scope of Work



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: On-Call Water, Wastewater, and Stormwater Services Agreement (R2019-32)

Ordinance or Resolution:	Task Agreement No: 2020-8	Funding Amount: \$140,914.77 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	---------------------------	------------------------------------------------------------------------------------------------------

Project Title: Emergency Apple Valley Subdivision Stormwater Repairs

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Greg Rokos, Public Works Director/Haden Mattke, Engineer I
-----------------------------------------------------------------	------------------------------------------------------------------------------------------------

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

PROJECT Scope (can be in the form of an attachment):
 Emergency repairs - excavate and replace failing CMP storm pipe with HDPE and RCP pipe in Apple Valley Subdivision

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature:  Date: 2/17/21	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature:  Date: 2/17/21

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

Report(s) Received:

Work on File:

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

SECTION X

C

R2021-10

A RESOLUTION APPROVING A CONTRACT FOR SERVICES FOR FIRE STATION 1 CONCRETE REPLACEMENT WITH TERRY SNELLING CONSTRUCTION, INC., THE LOW, BEST AND RESPONSIVE BID, IN THE AMOUNT OF \$173,595.70.

WHEREAS, the Public Works Department prepared Request for Proposals #2021-02 to bid a concrete project for the Fire Department. The project consists of replacing deteriorated concrete including both driveways, curbing, sidewalk, and ramps; and

WHEREAS, bids were received on February 11, 2021, and the following six (6) bids as read were received.

- Terry Snelling Construction, Inc. \$173,595.70
- Sands Construction Company \$193,688.73
- Phillips Paving Company, Inc. \$103,094.10
- Spalding Constructors \$123,900.00
- MegaKC Corporation \$208,270.00
- MTS Contracting \$179,932.00

The low bidder, Phillips Paving Company, Inc., did not submit the required bid bond, five references, addendums (signed), or certificate of insurance. For these reasons, this bid was deemed nonresponsive. The second low bidder's bid was reviewed. When references were checked, two municipalities said they would not hire them again. Of all references given and checked, only one was truly supportive. This bid was also \$50,000 (30%) below the Engineer's Estimate. When asked if they contacted a local concrete plant for quotes, they said no. They were also unfamiliar with the specifications that they bid. A background check of the owner also showed a past that was not representative of the City of Belton. As a result, this bid was deemed nonresponsive.

The third low bidder's bid from Terry Snelling Construction, Inc. was reviewed and determined to be the lowest and best bid. Staff recommends approving a Contract for Services for the Fire Station 1 Concrete Replacement with Terry Snelling Construction, Inc. in the amount of \$173,595.70; and

WHEREAS, the City Council believes that approving the Contract for Services for Fire Station 1 Concrete Replacement for purposes described above will make needed and necessary improvements to the City's Fire Station 1.

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

SECTION 1. That the Contract for Services for Fire Station 1 Concrete Replacement, herein attached and incorporated to this Resolution as **Exhibit A**, with Terry Snelling Construction, Inc. in the amount of \$173,595.70 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 Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2021

DIVISION: Public Works for Fire Department

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

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

ISSUE/RECOMMENDATION:

The Public Works Department prepared Request for Proposals #2021-02 to bid a concrete project for the Fire Department. The project consists of replacing deteriorated concrete including both driveways, curbing, sidewalk, and ramps.

Bids were received on February 11, 2021, and the following six (6) bids as read were received.

- Terry Snelling Construction, Inc. \$173,595.70
- Sands Construction Company \$193,688.73
- Phillips Paving Company, Inc. \$103,094.10
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The third low bidder's bid from Terry Snelling Construction, Inc. was reviewed and determined to be the lowest and best bid. Staff recommends approving a Contract for Services for the Fire Station 1 Concrete Replacement with Terry Snelling Construction, Inc. in the amount of \$173,595.70.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Terry Snelling Construction, Inc.
Amount of Request/Contract: \$	\$173,595.70
Funding Source:	010-4400 – 495-7300

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a Contract for Services for Fire Station 1 Concrete Replacement with Terry Snelling Construction, Inc. in the amount of \$173,595.70

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Contract for Services for Fire Station 1 Concrete Replacement



**CITY OF BELTON
CONTRACT FOR SERVICES**

FIRE STATION 1 CONCRETE REPLACEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between Terry Snelling Construction, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E. Yocum, Indep Mo 64058, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

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

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

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-001 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

The work shall be completed by April 16, 2021. Liquidated damages will commence on April 19, 2021. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III
CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$173,595.70.

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

The City Manager has authority to approve change orders.

**ARTICLE IV
CONTRACT PAYMENT**

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

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

**ARTICLE VII
RESPONSIBILITIES**

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

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

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum

requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

**ARTICLE IX
ARBITRATION**

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

**ARTICLE X
WARRANTY**

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

**ARTICLE XI
REQUIRED SAFETY TRAINING**

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

**ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each

on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII AFFIDAVIT of WORK AUTHORIZATION

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

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

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

**ARTICLE XIV
ENTIRE AGREEMENT**

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

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

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

(SEAL)

THE CITY OF BELTON, MISSOURI

By: _____

Jeff Davis, Mayor

Attest: _____

Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: _____

TERRY S. SNELLING

Title: _____

PRES.

Attest: _____

Kelly L Snelling Sec.

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Fire Station 1 Concrete Replacement

A mandatory Pre-Bid Meeting will be held on February 3, 2021 at 11:00 a.m., local time, and February 4, 2021 at 11:00 a.m., local time, at the Belton City Hall Annex in the Council Chambers. All bidders must attend one meeting. Bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.

ANTICIPATED SCOPE OF SERVICES:

This contract will involve replacing both concrete driveways, sidewalks, and curbs at Fire Station 1.

SPECIFICATIONS THAT APPLY

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

METHODS AND PAYMENTS

General: All Concrete will be KCMMB 4K concrete. This will apply to all line numbers.

Item 1 and 2. Driveways shall be a minimum of concrete over a compacted base. All compaction and work to pour concrete subsidiary to this line item. Payment will be made lump sum for these items.

Items 3. Sidewalk shall be 4 inches of concrete. All demolition, removal of old concrete, compaction and work to pour concrete subsidiary to this line item. Payment will be made to the nearest foot.

Item 4 and 5. All ramps to conform to latest APWA ADA guidelines. All demolition, removal of old concrete, compaction and work to pour concrete subsidiary to this line item. Payment will be made lump sum for these items.

Items 6 and 7. Existing pads to be removed and replaced with 6 inches of concrete. All demolition, removal of old concrete, compaction and work to pour concrete subsidiary to this line item. Payment will be made lump sum for these items.

Item 8. All curb shall be CG-1. All demolition, removal of old concrete, compaction and work to pour concrete subsidiary to this line item. Payment will be made to the nearest foot.

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Greg Rokos, Public Works Director, City of Belton, by phone at (816) 892-1269 or by email at grokos@belton.org. **All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.

APPENDIX B General Terms and Conditions

A. *Procedures*

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

B. *Contract Award*

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

C. *Contract Period*

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

D. *Insurance*

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

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

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

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

B. *Hold Harmless Clause*

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

C. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employee involved in this contract the required wages as listed in the prevailing Wage Order 27 for Cass County, Missouri, USA.

E. *Invoicing and Payment*

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

Invoice shall be based on the following schedule:

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

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

F. *Cancellation*

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

G. *Contractual Disputes*

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

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

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

H. *Severability*

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

I. *Applicable Laws*

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

J. *Drug/Crime Free Workplace*

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

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

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

K. *Inspection*

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

L. *Escalation of Fees*

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

M. *Safety Training*

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

N. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 27). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

O. *Permits/Certificates*

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

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

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

P. *Mobilization, Bonds, and Insurance*

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

Payment shall be made on the following schedule.

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

Q. *Bid Bond*

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

R. *Performance Bond*

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

V. *Payment Bond*

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

W. *Maintenance Bond*

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

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

X. *Rejection of Bids*

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

Y. *Release of Information*

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

Z. *American Products:*

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

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

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

AA. Affidavit of Work Authorization and Documentation:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

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

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

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

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

Name/Contractor: TERRY S. SNELLING

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E Yocum Rd, Indep. Mo 64058

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted

between Contractor and the City of Belton: Project #21-001.

- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

TERRY SNELLING CONSTRUCTION INC

Company Name

Terry S. Snelling

Signature

Name:

TERRY S. SNELLING

Title:

PRESIDENT

Subscribed and sworn to before me this 17th day of February, 2021

STATE OF Missouri COUNTY OF JACKSON

Notary Public: McKenzie Maleena Olsen

My Commission Expires: 12/4/21

McKENZIE MALEENA OLSEN
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Jackson County
 My Commission Expires Dec. 4, 2021
 Commission # 17777824

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

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

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 201307

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

Employer Terry Snelling Construction

Terry S Snelling

Name (Please Type in Full)

Title

Electronically Signed
Signature

03/26/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type in Full)

Title

Electronically Signed
Signature

03/26/2009
Date

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

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

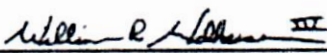
PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Stephanie Beggs PHONE (A/C, No, Ext): 913.676.9233 E-MAIL ADDRESS: hwcertificates@hwins.com FAX (A/C, No): 913.749.4733												
INSURED Terry Snelling Construction, Inc 20004 E Yocum Rd Independence, MO 64058	INSURER(S) AFFORDING COVERAGE <table border="0"> <tr> <td>INSURER A: BITCO National Insurance Company</td> <td>20109</td> </tr> <tr> <td>INSURER B: BITCO General Insurance Corporation</td> <td>20095</td> </tr> <tr> <td>INSURER C: Midwest Builders' Casualty Mutual Co</td> <td>13126</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: BITCO National Insurance Company	20109	INSURER B: BITCO General Insurance Corporation	20095	INSURER C: Midwest Builders' Casualty Mutual Co	13126	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:													
INSURER E:													
INSURER F:													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CLP3697289	08/23/2020	08/23/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR					
	X PD Ded:500					
	GEN'L AGGREGATE LIMIT APPLIES PER					
	POLICY	PROJ	LOC			
B	AUTOMOBILE LIABILITY		CAP3697290	08/23/2020	08/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	X ANY AUTO					
	ALL OWNED AUTOS	SCHEDULED AUTOS				
	X HIRED AUTOS	X NON-OWNED AUTOS				
B	UMBRELLA LIAB	OCCUR	CUP2818287	08/23/2020	08/23/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	X EXCESS LIAB	X CLAIMS-MADE				
	DED X RETENTION \$10000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC10000023012020A	08/23/2020	08/23/2021	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				
A	Leased/Rented Equipment		CLP3697289	08/23/2020	08/23/2021	\$175,000

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

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

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SECTION X

D

R2021-11

A RESOLUTION APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2021.

WHEREAS, the City of Belton Charter Section 3.12 requires an independent audit of all city accounts and a management report at least once a year in accordance with generally accepted accounting principles; and

WHEREAS, the Federal government requires recipients of Federal grants of at least \$750,000 in a single fiscal year to receive an OMB A-133 compliance audit; and

WHEREAS, the City of Belton published a Request for Qualifications and Cost Proposals from certified public accounting firms on October 9, 2018 with a due date of October 31, 2018; and

WHEREAS, Troutt, Beeman and Company, P.C. received the highest total composite score of the five firms that responded to the City's Request for Qualifications and Cost Proposals.

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

Section 1. That the engagement letter of Troutt, Beeman and Company, P.C. to conduct the FY2021 City audit and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, when required, is hereby approved. A copy of the engagement letter is attached as **Exhibit A** and considered part of this resolution.

Section 2. That the 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 Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



February 15, 2021

Mr. Jeff Davis, Mayor
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Belton, Missouri (the City), as of March 31, 2021, for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended March 31, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America (U.S GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, pension, other post-employment benefits, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management Discussion and Analysis
- Missouri Local Government Employees Retirement System
- Other Post Employee Benefits
- Schedules of Revenues, Expenditures, and Changes in Fund Balance--Actual and Budget--Major Funds

Supplementary Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Statements of Non-major Governmental Funds
- Schedule of Expenditures by Department
- Combining Statement of Fiduciary Net Position
- Combining Statement of Changes in Fiduciary Net Position
- Budgetary Comparison Schedules--Major Governmental Funds
- Budgetary Comparison Schedules--Non-Major Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Unaudited Information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information

The statistical information will not be audited.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 15, 2021
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An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City as of March 31, 2021. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which [*management*] is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from [*management*] for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;

19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 15, 2021
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Other

Michael E. Groszek, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the audit services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. He will also present the audit to the City Council at one public meeting.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the Audit and preparation of Financial Statements and Single Audit to be \$63,000, this fee assumes one single audit program. If additional programs are required, there will be an additional fee of \$2,000 per major program.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City personnel to assist in the preparation of schedules and analyses of accounts. This effort could reduce our time requirements and facilitate the timely conclusion of the audit.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Troutt, Beeman & Co., P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Troutt, Beeman & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 15, 2021
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Non-Attest Services

As part of our audit we will perform the non-attest services of assisting you in preparing the financial statements, notes to the financial statements, and the supplemental information. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

With respect to the non-attest services we perform, the City's management is responsible for a) making all management decisions and performing all management functions; b) assigning a competent individual to oversee the services; c) evaluating the adequacy of the services performed; d) evaluating and accepting responsibility for the results of the services performed; and e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Our limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including U.S. GAAS.
- This engagement is limited to preparing the financial statements, notes to the financial statements, data collection form, and the supplemental information as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,


TROUTT, BEEMAN & CO., P.C.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 15, 2021
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Harrisonville, Missouri

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Belton, Missouri, by:

Title: _____

Date: _____

SECTION X

E

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS FOR THE BENEFIT OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the City of Belton, Missouri (the “City”), has selected the firm of Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”), and Piper Sandler & Co., as financial advisor (the “Financial Advisor”), for one or more series of general obligation bonds in the approximate principal amount of \$6,525,000 (the “Bonds”) for the purpose of (1) financing the costs of acquiring rights-of-way and constructing, reconstructing, extending and improving the street and roads in the City (the “Project”) and (2) refunding the City’s General Obligation Refunding and Improvement Bonds, Series 2011 (the “Refunded Bonds”) to provide debt service savings for the City; and

WHEREAS, the City desires to authorize the offering for sale of the Bonds pursuant to a competitive public sale and to authorize the Financial Advisor, Bond Counsel and officers of the City to proceed with the preparation, review and distribution of documents for said sale.

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

Section 1. The Financial Advisor, Bond Counsel and officers of the City are hereby authorized to proceed with preparation of a notice of sale (the “Notice of Sale”), a preliminary official statement (the “Preliminary Official Statement”) and a final official statement (the “final Official Statement”) to provide for the competitive public sale of the Bonds. Upon completion of the preparation and review of the Notice of Sale and the Preliminary Official Statement, the Financial Advisor is hereby authorized to proceed with the offering for sale of the Bonds. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the City Council of the City.

Section 2. The City Council hereby authorizes the execution of the final Official Statement by the Mayor, the City Manager, the Assistant City Manager, the Finance Director, or other appropriate officers of the City with such changes and additions thereto as such officers or officials shall deem necessary or appropriate, such officer’s or official’s signature thereon being conclusive evidence of such officer’s or official’s and the City’s approval thereof. The City Council hereby consents to the use and public distribution by the Financial Advisor of the Notice of Sale, the Preliminary Official Statement and the final Official Statement in connection with the competitive public sale of the Bonds.

Section 3. For the purpose of enabling the successful bidder on the Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers and officials of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as

such officers or officials in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

Section 4. The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, an electronic copy of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, the City Manager, the Assistant City Manager, the Finance Director and other officers and representatives of the City, and the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the competitive public sale of the Bonds and the refunding of the Refunded Bonds, including the purchase of United States Treasury Securities and the delivery of a notice of redemption related to the refunding of the Refunded Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption by the City Council.

Duly read and passed this 23rd day of February, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 23rd day of February, 2021, and adopted at a regular meeting of the City Council held on the _____ day of _____, 2021, by the following vote, to-wit:

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

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

SECTION X

F

R2021-13

A RESOLUTION APPOINTING LYLETTE UTZ AND REAPPOINTING ALEXA BARTON TO THE BOARD OF DIRECTORS OF THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT.

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

WHEREAS, the Y Highway Market Place Community Improvement District ("District"), formed December 14, 2010 by Ordinance No. 2010-3673, is a public body created under the authority of the Act and is transacting business and exercising the powers granted by the Act; and

WHEREAS, Michael Clemens' term expired February 24, 2021 and he has resigned; and

WHEREAS, Lylette Utz's four (4) year appointment to the Y Highway Marketplace CID has been recommended by the Board of Directors to the Mayor; and

WHEREAS, Alexa Barton's term expired February 24, 2021; her four (4) year reappointment to the Y Highway Marketplace CID has been recommended by the Board of Directors to the Mayor.

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

SECTION 1. The following named individuals constitute the Y Highway Marketplace CID Board of Directors:

<u>NAME</u>	<u>TERM</u>
David Cosentino	February 24, 2023
Denise Armentrout	February 24, 2023
Robert Vigliaturo	February 24, 2023
Lylette Utz	February 24, 2025
Alexa Barton	February 24, 2025

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

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

Duly read and passed this 23rd day of February, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 23rd day of February, 2021, and adopted at a regular meeting of the City Council held the 23rd day of February, 2021 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2021-8

NOMINATION OF SUCCESSOR DIRECTORS

WHEREAS, by Ordinance No. 2010-3673, adopted and approved on December 14, 2010 (the “Approving Ordinance”), the City Council approved a certain petition dated November 23, 2010 (the “Petition”) and established the Y Highway Market Place Community Improvement District (the “District”) as a political subdivision of the State of Missouri, all pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the “CID Act”);

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

WHEREAS, Michael Clemons has resigned from the Board of Directors. Mr. Clemons served as an authorized representative of an Owner and his term was set expire on February 24, 2021. The Board desires to fill Mr. Clemons position on the Board with Lylette Utz, an authorized representative of an Owner. The Board, in accordance with the Petition, hereby submits to the Mayor nominations for Successor Directors, in accordance with the qualifications set forth in the Petition.

WHEREAS, Alexa Barton’s current term is set to expire on February 24, 2021. Ms. Barton serves as an authorized representative of the City of Belton, Missouri. Ms. Barton has agreed to serve another 4-year term. The Board, in accordance with the Petition, hereby submits to the Mayor nominations for Successor Directors, in accordance with the qualifications set forth in the Petition.


NOW, THEREFORE, BE IT RESOLVED as follows:

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

<u>NAME</u>	<u>TERM</u>
Lylette Utz	2/25/2021 – 2/24/2025
Alexa Barton	2/25/2021 – 2/24/2025

Section 2. This Resolution shall take effect immediately.

The undersigned hereby certifies that this resolution was approved by a majority vote of the Board this 10th day of February, 2021.



David Cosentino, Executive Director

Error! Unknown document property name.

SECTION XI

A

BILL NO. 2021-05

ORDINANCE NO.

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2022 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

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

WHEREAS, the Director of Finance published the public hearing notice in the Cass County Democrat Missourian on February 5, 2021, stating the times and places where copies of the message and budget were available for inspection by the public and the date and time of the public hearing before the City Council; and

WHEREAS, the public hearing before the City Council was held February 23, 2021, at 6:00 pm.

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

Section 1. That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2021, and ending March 31, 2022, as submitted by the City Manager on January 22, 2021, and as revised by the City Council, is hereby approved.

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

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

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

SECTION XI

B

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET FOR THE PURPOSE OF RETURNING A PORTION OF FUNDS TRANSFERRED BY THE WATER FUND TO THE GENERAL FUND FOR REIMBURSEMENT OF ADMINISTRATIVE COSTS.

WHEREAS, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget; and

WHEREAS, a calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds in FY2018 in the amount of \$70,938; and

WHEREAS, a calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds in FY2019 in the amount of \$93,049; and

WHEREAS, a calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds in FY2020 in the amount of \$66,806.

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

SECTION 1. In the General Fund, # 010...

DECREASE the balance by \$ 230,793 (whole dollars) of Revenue line item, # 010-0000-340-0500 , named Water Overhead Allocation.

DECREASE the balance by \$ 230,793 (whole dollars) of Expenditure line item, # 010-1000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Reducing the funds appropriated for transfers from the water fund to reimburse for administrative costs.

SECTION 2. In the Water Fund, # 662...

DECREASE the balance by \$ 230,793 (whole dollars) of Expense line item, # 662-0000-400-3105 , named Overhead Allocation.

INCREASE the balance by \$ 230,793 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Decreasing the funds appropriated for transfers to reimburse the General Fund for administrative costs paid.

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

READ FOR THE FIRST TIME: February 23, 2021
READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

SECTION XI

C

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET FOR THE PURPOSE OF APPROPRIATING STORM WATER BOND PROCEEDS TO REPLACE WATER LINES IN CONFLICT WITH THE STORM SEWER FOR THE HARGIS LAKE STORM WATER IMPROVEMENTS PROJECT.

WHEREAS, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget; and

WHEREAS, as part of the Hargis Lake Stormwater Improvements Project construction, water lines need to be relocated (R2021-07); and

WHEREAS, funds are currently appropriated in the Water fund and the City Council desires to move the appropriation to the Storm Water Projects fund to utilize storm water bond proceeds.

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

SECTION 1. In the Storm Water Fund, # 451 ...

INCREASE the balance by \$ 78,190 (whole dollars) of Expenditure line item, # 451-5619-495-7112 , named Hargis Lake - Engineering.

INCREASE the balance by \$ 800,000 (whole dollars) of Expenditure line item, # 451-0000-495-7117 , named Hargis Lake - Construction Costs.

FOR THE PURPOSE OF: Appropriating storm water bond proceeds to replace water line in conflict with the storm sewer for the Hargis Lake storm water improvements project.

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

READ FOR THE FIRST TIME: February 23, 2021
READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

SECTION XI

D

AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

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

SECTION 1. That Section 42-36 of the Unified Development Code of the City of Belton

Missouri is hereby amended to read as follows:

Section 42-36. Rates inside city.

(a) Schedule from April 1, ~~2020~~2021: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, ~~2020~~1, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$15.40~~16.63
- (2) Debt service rate -- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.1538~~1.2438 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, ~~2020~~2021: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, ~~2020~~2021, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$15.40~~16.63
- (2) Debt service rate-- \$12.36
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.1538~~1.2438 per one hundred (100) gallons of metered water.

SECTION 2. That Section 42-38 of the Unified Development Code of the City of Belton,

Missouri is hereby amended to read as follows:

Sec. 42-38. Water rates for approved water districts or local governments.

(a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the April 1, ~~2020~~2021, billing, shall be as follows:

~~\$0.6878~~7428 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the City Council and shall be increased annually, effective April 1, ~~2020~~2021, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

SECTION 3. That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-39. Rates for water consumed outside city.

- (a) Schedule from April 1, ~~2020~~2021. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, ~~2020~~2021, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$17.73~~19.15
- (2) Debt service rate-- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.3083~~1.4130 per one hundred (100) gallons of metered water.

- (b) Schedule from April 1, ~~2020~~2021. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, ~~2020~~2021, billing shall be as follows:

- (4) Fifteen hundred (1,500) gallons minimum-- ~~\$17.73~~19.15
- (5) Debt service rate-- \$12.36
- (6) Fifteen hundred one (1,501) gallons and over--~~\$1.3083~~1.4130 per one hundred (100) gallons of metered water.

SECTION 4. That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-296. Sewer system user rates.

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods. Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.

- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.

- (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.
- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection

of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from April 1, 2020: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the April 1, 2020 billing shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$13.91 volumetric method/\$15.72 winter month average
 - b. Debt service rate-- \$11.52
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.6002 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.7213 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from April 1, 2020: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the April 1, 2020 billing, shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$13.91
 - b. Debt service rate-- \$17.77
 - c. Fifteen hundred one (1,501) gallons and over-\$1.6002 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from April 1, 2020: In all residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2020 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$19.92 volumetric method/\$22.19 winter month average
 - b. Debt service rate-- \$11.52
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$2.0003 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$2.1520 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from April 1, 2020: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2019 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$19.92
 - b. Debt service rate-- \$17.77
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$2.0003 per one hundred (100) gallons of metered water. Winter month average: not available.

SECTION 5. Any and all new rates established herein shall be effective with any billing from and after April 1, ~~2020~~2021.

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

SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

SECTION XI

E

AN ORDINANCE AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE A VIDEO SERVER IN CONJUNCTION WITH A GRANT RECEIVED FROM THE DEPARTMENT OF JUSTICE (DOJ) TO EXPAND THE CITY’S CURRENT BODY WORN AND IN-CAR CAMERA SYSTEM.

WHEREAS, the Belton Police Department needs to update and upgrade the computer server for the expansion of the camera system; and

WHEREAS, the cost of the computer server is included in the FY21 budgeted funds from the Public Safety Sales Tax:

- \$9,000.00, Computer Equipment
- \$9,360.50, Body Camera; and

WHEREAS, WatchGuard is the exclusive and sole manufacturer of the 4RE Digital In-Car video system, the High-Fidelity Wireless Microphone System and the VISTA and V300 wearable camera systems, currently used by the Belton Police Department.

Section 1. That the City council authorizes and approves the purchase of a video server and software from WatchGuard in the amount of \$18,360.50.

Section 2. That the City Council approves the purchase of the video server through the Public Safety Tax.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES COUNCILMEN:
NOES COUNCILMEN:
ABSENT COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2021
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

Table with 4 columns and 3 rows of checkboxes for Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, and Motion.

ISSUE/REQUEST: To purchase a video server for the body worn and in car cameras from WatchGuard.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of a Video server and software from WatchGuard in the amount of \$18,360.50

BACKGROUND: (including location, programs/departments affected, and process issues)
The Police Department was awarded a Department of Justice (DOJ) grant to expand the current body worn and in-car camera project. With this project a new server and software is also required. WatchGuard is our current vendor for the body worn cameras and in-car cameras. WatchGuard is a sole source provider for this equipment/software licensing.
IMPACT /ANALYSIS:
This project will expand our current body worn and in car camera project.

FINANCIAL IMPACT

Contractor:	Watchguard
Amount of Request/Contract:	\$18,360.50
Amount Budgeted:	\$18,360.50 - \$9,000.00 Computer Equipment line item - \$9,360.50 Body camera line item
Funding Source:	Public Safety Tax
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

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

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

Memo - Lt. Norman Shriver
 WatchGuard 4RE/Vista Price Quote
 Exclusive and sole manufacturer letter- WatchGuard



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt Norman Shriver
Date: 02/17/2021
Re: WatchGuard Video Server

The police department was awarded a Department of Justice (DOJ) grant to expand our current body worn camera project. This grant did not award the department enough funding for the server and other software required. With this project and the advancement in the camera systems, a new server and software will be required. Our current vendor for the body worn cameras and in car video systems is WatchGuard Video. They have provided a quote for this server, software, migration of stored videos along with license fees in the amount of \$18,360.50. This quote is attached. WatchGuard is a sole source provider of this equipment/software/licensing. A sole source letter is also attached. WatchGuard is part of the National Association of State Procurement Officials (NASPO) ValuePoint cooperative agreement program. This is to be funded from the Public Safety sales tax with \$9000.00 coming from the computer equipment line item and \$9360.50 from the body camera line item. Without this server, we are unable to proceed with the DOJ grant.

I would request this item be placed on the next regularly scheduled council agenda for their cooperation.

Respectfully submitted

Lt. Norman Shriver



4RE/VISTA Price Quote

TS remote deployment quoted on V300 quote

CUSTOMER: Belton Police Department

ISSUED: 12/4/2020 4:57 PM

EXPIRATION: 3/4/2021 12:00 PM

**TOTAL PROJECT ESTIMATED AT:
\$18,360.50**

ATTENTION: Lt Norm Shriver

SALES CONTACT: Kenny James

PHONE: 816-331-1500

DIRECT: 469-343-6758

E-MAIL:

E-MAIL:
kenny.james@motorolasolutions.com

Server Hardware and Options

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-EL5-SRV-117	Server, EL5, 16 HDD, RAID 6, 3U, 11-25 Concurrent Devices, 5CAL, Gen 4.	1.00	\$8,295.00	\$829.50	\$7,465.50
HDW-SRV-HDD-8TB	Hard Drive, Server, EL5, 8TB, 6GB/s 7,200 RPM, 256MB, Enterprise, 4KN.	12.00	\$525.00	\$52.50	\$5,670.00
WAR-SRV-RCK-5YR	Extended Warranty, Rack Server (WGA00421-116,-216,-117,-217)) Full Service On Site, 5-Year	1.00	\$1,175.00	\$0.00	\$1,175.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$225.00	\$225.00	\$0.00
					\$14,310.50

Technical Services Calculator

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-SVR-MIG-001	Level 4 Server Migration, Under Warranty, Includes Server Migration and Moving of 26 to 75TB of Video Storage	1.00	\$2,000.00	\$2,000.00	\$0.00
					\$0.00

4RE and VISTA Proposal

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	EL5 Base License Fee	1.00	\$1,000.00	\$1,000.00	\$0.00
DV1-AOH-GPS-RFB	EL5 4RE Legacy Device Licenses	11.00	\$195.00	\$195.00	\$0.00
DV1-BMD-GPS-RFB	EL5 V300 Device Licenses	25.00	\$195.00	\$0.00	\$4,875.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

DV1-CMD-GPS-RFB	Combo Discount Device Licenses	11.00	\$-75.00	\$0.00	\$-825.00
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Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$4,050.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$6,829.50
Additional Quote Discount	\$0.00
Total Amount	\$18,360.50

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



22nd of July 2020

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
 - Quick Connect Mobile Charger
 - VISTA XLT Point-of-View Mounting

V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
 - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
 - Wireless Uploading - Send critical video back to headquarters while still in the field.
 - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
 - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
 - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,



Troy Montgomery
Director of Sales
WatchGuard Video, Inc

SECTION XI

F

BILL NO. 2021-10

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT FOR GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) DIVISION OF HIGHWAY SAFETY FOR 2021-2022.

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

WHEREAS, the Chief of Police is hereby authorized to submit applications for annual Missouri Department of Transportation (MoDot) for Highway Safety grant funds totaling \$17,375.00; and

WHEREAS, the FY22 proposed budget of \$17,375.00 has been scheduled for the traffic grant fund. The grants will pay 100% overtime; and

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

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

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2021
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: The Belton Police Department is applying for two Missouri Department of Transportation Highway Safety Grants for a total of \$17,375.00.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing the Chief of Police to apply to Missouri Department of Transportation for Highway Safety Grant funds totaling \$17,375.00.

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

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

IMPACT / ANALYSIS:

These funds have been scheduled in the FY22 budget for Missouri Department of Transportation Highway Safety Grant Revenue.

FINANCIAL IMPACT

Contractor:	State of Missouri - Missouri Department of Transportation
Amount of Request/Contract:	\$
Amount Budgeted:	\$ Currently scheduled for \$17,375.00
Funding Source:	Highway Safety Grant funds
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approve

OTHER BOARDS & COMMISSIONS ASSIGNED:

Date:

Action:

List of reference Documents Attached:

Grant Applications



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

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor
110



**Highway Safety and Traffic Division
 TRAFFIC ENFORCEMENT APPLICATION
 October 01, 2021 through September 30, 2022**
 (Application due by March 01, 2021)

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

Agency:	Belton Police Dept.	Agency ORI#:	MO0190200
Address:	7001 E. 163rd St.	Federal Tax ID#:	44600137
		DUNS #:	009487612
City:	Belton	State:	MO
		Zip:	64012-4614
		County:	Cass
Phone:	816-331-1500	Fax:	816-322-7057
Contact:	Officer Kenneth Hitterman	Email:	khitterman@beltonpd.org
Jurisdiction:	Urban	Jurisdiction Population:	23480
Targeted Population:	All Drivers		

Project activity for which your agency is requesting funding:
 Hazardous Moving Violation

Project Title:	Hazardous Moving Violation	Requested Amount:	\$10,375.00
Brief Description:	Hazardous Moving Enforcement		

 Ken Hitterman
 Authorizing Official



 Authorizing Official Signature

 Corporal
 Authorizing Official Title

PROBLEM IDENTIFICATION

Speed and aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 51 percent of fatalities and 45 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed related.

Belton is an urban city just south of Kansas City with an approximate population of 23,598 which is estimated to increase to 24,684 by July 2020. The city covers 14.32 square miles with 286 lane miles which includes Interstate 49, Missouri Highway 58 and Route Y.

According to the Missouri State Highway Patrol Crash Statistics, there were 6,120 motor vehicle crashes investigated by all law enforcement agencies in Cass County from 2017-2019. Of those, 2,135 were investigated by the Belton Police Department. During 2017 the city investigated 818 crashes, 619 in 2018 and 701 in 2019. In 2019 there were two (2) fatal crashes; one on Route Y involving an elderly woman with a medical condition and the other on Interstate 49 involving a drug impaired pedestrian. In 2020 we had one (1) fatal crash that involved an impaired driver traveling the wrong way on Interstate 49.

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

Speed involved crashes:
Cass County - 12th with 916
Belton - 33rd with 251

Young drivers account for a large number of crashes as well, with Cass County ranking 13th and Belton at 28th. For Belton this was a large increase from the 2016-2018 statistics (44th).

As traffic safety is of high importance, the Belton Police conducted 5,857 traffic stops. The department issued a total of 4,065 citations which included 795 for speeding, 71 for DWI/DUI, 69 for careless driving, 329 for suspended/revoked drivers, 109 unlicensed drivers, 674 for no insurance, 88 seatbelt and 13 child restraints.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 7.49 percent in speed/aggressive driving-related fatalities from 2014 to 2018, Missouri is projecting a five-year average of 343.7 speed related fatalities by December 31, 2021.

To continue the downward trend of crashes. In 2018 the department investigated 811 crashes, 777 in 2019 and 652 in 2020. The department continues to utilize and implement a flexible approach during the 2020-2021 fiscal year to encourage participation during the staffing shortage and COVID-19 restrictions placed by the department. New officers have recently been added to patrol and as of this application six (6) new officers have graduated the police academy.

PROJECT DESCRIPTION

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

SUPPLEMENTAL INFORMATION

Question

Answer

You must answer the following questions.

- | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1 | Does your agency have and enforce an internal safety belt policy for all personnel? | Yes |
| 2 | Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 | Does your agency report racial profiling data annually? | Yes |
| 4 | Does your agency report to STARS? | Yes |
| 5 | Does your agency report UCR information annually? | Yes |
| 6 | Please explain any NO answer(s) to questions 1-5: | |
| 7 | Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No |
| 8 | Does your agency have adequate manpower to fully expend the funds requested in this application? | Yes |
| 9 | If NO, please explain. | |
| 10 | Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | Yes |
| 11 | If YES, please explain.

Due to Covid-19 the administration has restricted self initiated activity. New administration takes over March 1, 2021 and the restriction on self initiated activity is expected to be removed. | |
| 12 | Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 13 | If YES, please explain. | |
| 14 | If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.

During the 2019-2020 fiscal year this agency did not spend all of its funding due to a shortage in manpower as well as Covid-19 restrictions implemented by the administration. | |
| 15 | Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 | Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? | No |

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

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

18 Total number of DWI violations written by your agency.	71
19 Total number of speeding citations written by your agency.	795
20 Total number of HMV citations written by your agency.	1196
21 Total number of child safety/booster seat citations written by your agency.	13
22 Total number of safety belt citations written by your agency.	88
23 Total number of warnings issued.	2364

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

24 Total number of traffic crashes.	2108
25 Total number of traffic crashes resulting in a fatality.	6
26 Total number of traffic crashes resulting in a serious injury.	461
27 Total number of speed-related traffic crashes.	251
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	72
30 Total number of alcohol-related traffic crashes.	57
31 Total number of alcohol-related traffic crashes resulting in a fatality.	2
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	39
33 Total number of unbuckled fatalities.	0
34 Total number of unbuckled serious injuries.	86

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	36
36 Total number of commissioned patrol and traffic officers.	21

37 Total number of commissioned law enforcement officers available for overtime enforcement.	30
38 Total number of vehicles available for enforcement.	10
39 Total number of radars/lasers.	16
40 Total number of in-car video cameras.	10
41 Total number of PBTs.	10
42 Total number of Breath Instruments.	1

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

43 Identify primary enforcement locations.	
Crashes primarily occur on Interstate 49, Missouri Highway 58 and N. Scott Avenue.	
44 Enter the number of enforcement periods your agency will conduct each month.	4
45 Enter the months in which enforcement will be conducted.	
Enforcement should occur throughout the year.	
46 Enter the days of the week in which enforcement will be conducted.	
Tuesday-Thursday, Friday and Saturday	
47 Enter the time of day in which enforcement will be conducted.	
7:00 a.m. - 8:00 p.m.	
48 Enter the number of officers assigned during the enforcement period.	2
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

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ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Approximately 183 hours of Officer Overtime	1	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00
					\$5,500.00	\$0.00	\$5,500.00
Training							
	Professional Development	LETSAC	5	\$575.00	\$2,875.00	\$0.00	\$2,875.00
	Professional Development	Blueprint Conference	5	\$400.00	\$2,000.00	\$0.00	\$2,000.00
					\$4,875.00	\$0.00	\$4,875.00
Total Contract					\$10,375.00	\$0.00	\$10,375.00

ATTACHMENTS

Document Type

Description

Original File Name

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