



Agenda of the Belton City Council
June 8, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Transportation & Stormwater
 - B. Belton-Cass TDD Project Funding Information
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Gough
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
 - A. Alan Meyer & Tod Fagan, Spire Energy-Silver Shovel Award: Public Works
- VIII. CONSENT AGENDA

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

 - A. **Motion approving the minutes of the May 25, 2021, City Council Meeting.**

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

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 - C. Motion approving Resolution R2021-38
A resolution reappointing Mike Miller and Terry Ward and appointing Bret White and Councilmember Allyson Lawson to the Municipal Park Board.

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- D. Motion approving Resolution R2021-39

A resolution reappointing Ed Maurer and appointing James Pryan to the Tax Increment Financing Commission.

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- E. Motion approving Resolution R2021-40

A resolution approving the refurbishment of an existing Warrior ambulance module box and the purchase of a 2021 F-550 chassis for the remounting of the refurbished module box in the amount of \$139,290.00.

This purchase is within budget.

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- F. Motion approving Resolution R2021-41

A resolution approving Task Agreement 2021-1 with Burns & McDonnell Engineering Company, Inc. to prepare a feasibility study for wastewater treatment regionalization in the not-to-exceed amount of \$149,837.00.

This item is within budget.

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- G. Motion approving Resolution R2021-42

A resolution approving the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$68,997.17 from Clark Equipment Company, the lowest and best bidder.

This purchase is within budget.

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- H. Motion approving Resolution R2021-43

A resolution approving the purchase of a 2022 S770 T4 Bobcat Skid Steer Loader with Bob-Dock attachment system in the amount of \$58,968.01 from Clark Equipment Company, the lowest and best bidder, and approving the disposal/sale of the current S770 Bobcat Skid Steer Loader being replaced through the City of Belton's auctioneer service provider.

This purchase is within budget.

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- I. Motion approving Resolution R2021-44
A resolution approving the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$69,913.93 from Clark Equipment Company, the lowest and best bidder.

This purchase is within budget.

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- J. Motion approving Resolution R2021-45
A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and Breit Construction, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

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- K. Motion approving Resolution R2021-46
A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and FTC Equipment, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

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- L. Motion approving Resolution R2021-47
A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and Infrastructure Solutions, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

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- M. Motion approving Resolution R2021-48
A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and JCI Industries, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

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N. Motion approving Resolution R2021-49

A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and Leath & Sons, Inc. for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

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O. Motion approving Resolution R2021-50

A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement 2021-2 in the amount of \$156,658.04, as allocated in the FY22 budget.

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IX. REGULAR AGENDA

A. Motion approving the final reading of Bill No. 2021-28

An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(c) of the Code of Ordinances of the City of Belton, Missouri to update the “service charge/billing” rate from \$15.61 per month to \$16.21 per month.

B. Motion approving the final reading of Bill No. 2021-29, as amended

An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.

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C. Motion approving the final reading of Bill No. 2021-30

An ordinance authorizing and directing the Mayor to execute the Fourth Amendment to the Tax Increment Financing Contract between the City of Belton, Missouri, and Herman Enterprises, L.L.C. for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.

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.

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- E. Motion approving the first reading of Bill No. 2021-32
An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(b)(9) of the Code of Ordinances of the City of Belton, Missouri to update the hardship exception.

This ordinance would update the language in the code of ordinances to allow hardship residents' yard waste to be placed curbside at the time the yard waste is bundled for pickup.

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- F. Motion approving the first reading of Bill No. 2021-33
An ordinance amending Section 4 of Ordinance No. 2021-4621, Exhibit C Articles of Agreement and authorizing certain actions.

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- G. Motion approving the first reading of Bill No. 2021-34
An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant and accepting an additional grant for services to individuals at the Belton Senior Center.

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- H. Motion approving the first reading of Bill No. 2021-35
An ordinance of the City of Belton, Missouri amending section 8-119 costs, fees, and surcharges of the Code of Ordinances of the City of Belton, Missouri.

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR'S COMMUNICATIONS
- XII. CITY MANAGER'S REPORT
- June/July 2021 City Council Meetings – 6:00 p.m.
June 22, 2021
July 13, 2021
July 27, 2021
- XIII. COMMUNICATIONS FROM CITY COUNCIL
- XIV. ADJOURN MEETING

SECTION VIII

A

**Minutes of the Belton City Council
May 25, 2021
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Larkey called the work session to order at 6:00 p.m. Greg Rokos, Public Works Director, gave a presentation of the City water distribution system and the City water lines. Sheila Ernzen, Assistant City Manager and Finance Director, presented funding options – there are two options, pay as you go and debt financing. The biggest difference is flexibility. There was Council discussion about potentially putting bonds on the ballot, use tax, funding sources, and a grant the City is applying for to use in Cimarron Trails.

Being no further business, Mayor Larkey adjourned the work session at 7:13 p.m. and called the meeting to order.

Councilmember Powell led the Pledge of Allegiance to the Flag.

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

Councilmember absent: Tim Savage

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

CONSENT AGENDA

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

- **approving the minutes of the May 11, 2021, City Council Meeting.**
- **authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- **recognizing the submittal and acceptance of the annual Fairfield Inn CID FYE 22 Budget.**
- **recognizing the submittal and acceptance of the annual TXRH CID FYE 22 Budget.**
- **recognizing the submittal and acceptance of the annual Y Belton CID FYE 22 Budget.**
- **recognizing the submittal and acceptance of the annual Y Belton Two CID FYE 22 Budget.**
- **recognizing the submittal and acceptance of the annual Cedar Tree CID FYE 22 Budget.**
- **recognizing the submittal and acceptance of the annual Y Highway Marketplace CID FYE 22 Budget.**
- **approving Resolution R2021-35: A resolution approving a forty-eight (48) month lease agreement with Canon Solutions America, Inc. for a Canon 7770 copier for City Hall to replace the current Canon 7570 copier.**
- **approving Resolution R2021-36*: A resolution approving the extension of the agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for**

the 2021 Street Preservation Project for a term of one (1) year in the amount of \$5,564,616.43. *There was a scrivener's error in the resolution presented. The resolution has been updated.

- approving Resolution R2021-37: **A resolution approving a Contract for Services for the Public Works Facility – heating equipment with SGI, the lowest and best bidder, in the not-to-exceed amount of \$35,580.00.**

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

REGULAR AGENDA

Andrea Cunningham, City Clerk, gave the first reading of Bill No. 2021-28: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(c) of the Code of Ordinances of the City of Belton, Missouri to update the “service charge/billing” rate from \$15.61 per month to \$16.21 per month.**

Presented by Councilmember Trutzel, seconded by Councilmember Clark. Councilmember Clark said this will go into effect July 22, 2021. Councilmember Lawson asked how long until the containers are paid off. Ms. Ernzen said there are two more annual payments. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-29: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.**

Presented by Councilmember Peek, seconded by Councilmember Clark. Councilmember Clark made a motion to amend the ordinance to place \$280,000 from General Fund Rainy Day to the General Fund Legislative-Transfer to Water Fund for the purpose of infrastructure improvements for FY22. Councilmember Peek seconded. Vote on the amendment was recorded with all present voting in favor. Motion carried. Vote on the first reading, as amended, was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-30: **An ordinance authorizing and directing the Mayor to execute the Fourth Amendment to the Tax Increment Financing Contract between the City of Belton, Missouri, and Herman Enterprises, L.L.C. for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Carolyn Yatsook, Economic Development Director, said this is one district with two developers. This will extend the construction deadline date of Project Area 3. The City of Belton and Menards are being reimbursed by this TIF for public infrastructure. Sid Douglas, Gilmore Bell, said there is no advantage to the City to find them in default and terminate the contract. Mayor Larkey asked Ms. Yatsook to provide a report from Rob Herman on what kind of interest he has had in Project Area 3. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-31: **An ordinance repealing Ordinance No. 2020-4561 and terminating the declaration of local emergency in the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Alexa Barton, City Manager, said due to the CDC changing their recommendations for vaccinated people wearing masks, this ordinance will change the requirement at City Hall. Padraic Corcoran, Attorney, said due

to CDC guidance changing, some of the authority granted in 2020-4561 is no longer necessary. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Gough seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Peek. Vote on the final reading was recorded:

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

Noes: 0

Absent: 1 Savage

Bill No. 2021-31 was declared passed and in full force and effect as **Ordinance No. 2021-4630**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Clark said Brian Welborn, Park Director, asked him to provide a report to the City Council.

- June 3 the farmer's market will start again at Memorial Park
- June 5 is Summerfest. There will be a parade at 11:00 a.m.
- July there will be Theatre in the Park

CITY MANAGER'S REPORT

June/July 2021 City Council Meetings – 6:00 p.m.

June 8, 2021

June 22, 2021

July 13, 2021

July 27, 2021

Ms. Barton reported the City received a grant from MARC for the senior center for windows, flooring, and tables. There will be an ordinance coming at the next Council meeting to accept the grant. It's possible the roof at the senior center will need to be replaced too.

The City is working with the Cass County Health Department and MARC on reopening the senior center.

At 7:51 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed, and the meeting adjourned from there. Councilmember Trutzel seconded. The following vote was recorded:

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

Noes: 0

Absent: 1 Savage

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

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

SECTION VIII

B

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

COURT DATES: 5/4/21; 5/11/21; 5/18/21


MUNICIPAL JUDGE

6/2/2021

DATE

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

CITY CLERK

DATE



Payment Plan Reports *Collected*

Belton Municipal Division

Tuesday, June 1, 2021 10:11 AM

Payment Detail Listing By Payment Plan Number From 05/01/2021 - 05/31/2021

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000525	JONES, CASSANDRA	05/11/2021	516096	R00062190	140792646-1	\$100.00 PY	✓	✓
		05/26/2021	516697	R00062371	140792646-1	\$100.00 PY	✓	✓
PP0000525 Totals:						\$200.00		
PP0000841	SUSKO, JESSICA ROSE	05/06/2021	515950	R00062146	160754859-1	\$20.00 PY	✓	✓
		05/21/2021	516560	R00062321	190285620-1	\$150.00 PY	✓	✓
PP0000841 Totals:						\$170.00		
PP0001374	OSAGIE, THAUDEEN B	05/26/2021	516706	R00062374	140798188-1	\$120.00 PY	✓	
PP0001374 Totals:						\$120.00		
PP0001980	BERRY, LEIGHANN KATHRYN	05/24/2021	516652	R00062346	160765818-1	\$30.00 PY	✓	✓
PP0001980 Totals:						\$30.00		
PP0002062	CROSSLEY, DAKOTA BRADLY	05/01/2021	515706	R00062082	160755071-1	\$100.00 PY	✓	
PP0002062 Totals:						\$100.00		
PP0002136	BREECE, TRACY LYNN	05/11/2021	516113	R00062197	160757688-1	\$40.00 PY	✓	✓
					160757689-1			
PP0002136 Totals:						\$40.00		
PP0002175	STEPHENS, MYTZI RENEE	05/27/2021	516716	R00062384	160757741-1	\$406.00 PY	✓	
					140795424-1			
					140795425-1			
PP0002175 Totals:						\$406.00		
PP0002382	LAYCOCK, ANTHONY LOUIS	05/18/2021	516401	R00062273	160754530-1	\$343.00 PY	✓	
					160754531-1			
					160764474-1			
PP0002382 Totals:						\$343.00		
PP0002446	UNDERWOOD, GEORGE EDWARD	05/03/2021	515769	R00062101	160764658-1	\$10.00 PY	✓	✓
PP0002446 Totals:						\$10.00		
PP0002488	HARBOUR, SYLVESTER JR JR	05/17/2021	516287	R00062255	160761458-1	\$10.00 PY	✓	✓
PP0002488 Totals:						\$10.00		
PP0002535	WOODS, KENUAN J	05/18/2021	516373		160764114-1	\$30.00 AB	✓	✓
PP0002535 Totals:						\$30.00		
PP0002940	NEUENSCHWANDER, DAVID K	05/03/2021	515717	R00062092	160765934-1	\$20.00 PY	✓	✓
PP0002940 Totals:						\$20.00		
PP0003007	CRAWFORD, LEIGHANNE MICHELLE	05/26/2021	516707	R00062375	160757925-1	\$159.00 PY	✓	
PP0003007 Totals:						\$159.00		
PP0003024	SEXTON, VINCENT E	05/21/2021	516552	R00062314	160764549-1	\$20.00 PY	✓	✓
PP0003024 Totals:						\$20.00		
PP0003085	SMITH, DAUNCY LAVELLE JR	05/18/2021	516362	R00062263	190290875-1	\$100.00 PY	✓	✓
					190290976-1			
					190290977-1			
PP0003085 Totals:						\$100.00		
PP0003137	UNDERWOOD, CHARLES RAYMOND	05/03/2021	515768	R00062100	160766375-1	\$20.00 PY	✓	✓
PP0003137 Totals:						\$20.00		
PP0003197	LIVINGSTON, LYDELLE VERNON SR	05/18/2021	516375		101903283-1	\$13.00 AB		
		05/18/2021	516377		101903284-1	\$15.00 AB		
		05/18/2021	516378		101903284-1	\$2.00 AB		
		05/19/2021	516482	R00062293	101903284-1	\$52.00 PY	✓	✓
PP0003197 Totals:						\$82.00		
PP0003201	RYAN, SONNY RAY	05/24/2021	516657	R00062350	160767504-1	\$30.00 PY	✓	✓
PP0003201 Totals:						\$30.00		

* Indicates an overpayment was made on the Payment Plan

PP0003250	HICKS, CINDY LOUISE	05/05/2021	515884	R00062130	190285457-1 190285458-1	\$36.50 PY ✓ ✓
PP0003250 Totals:						\$36.50
PP0003300	GARY, KYLE DEWAYNE	05/18/2021	516385		190282694-1	\$20.00 AB ✓
		05/21/2021	516565	R00062326	190282694-1	\$88.00 PY ✓
PP0003300 Totals:						\$108.00
PP0003352	WOOLAM, STEPHANIE DAWN	05/17/2021	516277	R00062247	190283295-1	\$60.00 PY ✓ ✓
PP0003352 Totals:						\$60.00
PP0003407	STANG, DANIEL GORDON	05/11/2021	516137		160763058-1	\$20.00 AB ✓ ✓
		05/11/2021	516138		160762992-1	\$20.00 AB ✓ ✓
		05/11/2021	516139	R00062205	160762992-1	\$50.00 PY ✓ ✓
PP0003407 Totals:						\$90.00
PP0003562	ALFLEN, TRICIA NICOLE	05/17/2021	516278	R00062248	160764936-1	\$10.00 PY ✓ ✓
PP0003562 Totals:						\$10.00
PP0003577	KIHN, LINDA ANN	05/19/2021	516453	R00062283	190282205-1 190283540-1	\$30.00 PY ✓ ✓
PP0003577 Totals:						\$30.00
PP0003609	SCOTT, MALIK DION CALVIN	05/11/2021	516133		190286761-1	\$15.00 AB ✓ ✓
		05/11/2021	516134		190286762-1	\$15.00 AB ✓ ✓
		05/11/2021	516135		190286763-1	\$15.00 AB ✓ ✓
		05/11/2021	516136		190286764-1	\$15.00 AB ✓ ✓
PP0003609 Totals:						\$60.00
PP0003640	RICHMOND, REBECCA LYNNE	05/04/2021	515787	R00062105	140802768-1 140802767-1	\$40.00 PY ✓ ✓
PP0003640 Totals:						\$40.00
PP0003673	WELLMANN, ASHLIE E	05/11/2021	516098	R00062192	190285908-1 190285909-1	\$140.00 PY ✓
PP0003673 Totals:						\$140.00
PP0003796	LOPEZ, URCISIO D	05/10/2021	516047		190286208-1	\$31.00 AB ✓
		05/10/2021	516048	R00062165	190286208-1	\$119.00 PY ✓
PP0003796 Totals:						\$150.00
PP0003802	BAKER, KIMBERLY N	05/20/2021	516494	R00062303	190287926-1	\$100.00 PY ✓
PP0003802 Totals:						\$100.00
PP0003868	GREEN, TOREY D	05/08/2021	515977	R00062158	190288591-1	\$100.00 PY ✓ ✓
PP0003868 Totals:						\$100.00
PP0003891	MOZEE, JUSTIN KAHLIL	05/28/2021	516760	R00062396	190288980-1	\$50.00 PY ✓ ✓
PP0003891 Totals:						\$50.00
PP0003926	DIMMICK, DARCY KEVIN	05/06/2021	515949	R00062145	190288681-1	\$23.00 PY ✓ ✓
		05/19/2021	516471	R00062284	190288681-1	\$23.00 PY ✓ ✓
PP0003926 Totals:						\$46.00
PP0003931	BECHTLE, PAULA L	05/03/2021	515753	R00062094	190288507-1	\$50.00 PY ✓ ✓
PP0003931 Totals:						\$50.00
PP0003959	MCADAMS, DENNIS RAY	05/20/2021	516524	R00062306	190285475-1	\$50.00 PY ✓ ✓
PP0003959 Totals:						\$50.00
PP0003989	COLLINS, LARRY ARLYNN JR	05/04/2021	515839		190287212-1	\$10.00 AB ✓
PP0003989 Totals:						\$10.00
PP0004001	WALSH, KEVIN JAMES	05/21/2021	516546	R00062310	160763197-1	\$50.00 PY ✓ ✓
PP0004001 Totals:						\$50.00
PP0004013	HERNANDEZ, PATRICK RYAN	05/01/2021	515707	R00062083	190290626-1	\$50.00 PY ✓ ✓
PP0004013 Totals:						\$50.00
PP0004042	SPOTZ, MELISSA RAY	05/18/2021	516379		190289296-1	\$10.00 AB ✓ ✓
		05/18/2021	516380		190289297-1	\$10.00 AB ✓ ✓
		05/18/2021	516383		190289296-1	\$20.00 AB ✓ ✓
		05/18/2021	516384		190289296-1	\$20.00 AB ✓ ✓
		05/19/2021	516472	R00062285	190289296-1	\$20.00 PY ✓ ✓
		05/26/2021	516677	R00062359	190289296-1 190289297-1	\$40.00 PY ✓ ✓
PP0004042 Totals:						\$120.00

* Indicates an overpayment was made on the Payment Plan

PP0004078	SPRINKLES, RHONDA JO	05/09/2021	515982	R00062162	190289420-1	\$30.00 PY ✓ ✓
PP0004078 Totals:						\$30.00
PP0004079	COBB, WILLIAM ROBERT	05/09/2021	515981	R00062161	190286389-1	\$150.00 PY ✓ ✓
PP0004079 Totals:						\$150.00
PP0004125	ROBERTS, JAMES MICHAEL	05/03/2021	515754	R00062095	190292065-1	\$50.00 PY ✓
PP0004125 Totals:						\$50.00
PP0004132	HAAC, KRISTEN MARIE	05/11/2021	516095	R00062189	190291159-1	\$40.00 PY ✓ ✓
PP0004132 Totals:						\$40.00
PP0004136	MARRUFO, CARLA ALEJANDRA	05/27/2021	516713	R00062380	190283168-1	\$100.00 PY ✓ ✓
PP0004136 Totals:						\$100.00
PP0004178	SHEELEY, APRIL DEAN	05/19/2021	516431	R00062279	190284135-1 190285960-1 190292075-1	\$140.00 PY ✓ ✓
PP0004178 Totals:						\$140.00
PP0004181	SONDERFAN, NICOLE MAUREEN	05/25/2021	516659	R00062352	190288203-1	\$20.00 PY ✓ ✓
PP0004181 Totals:						\$20.00
PP0004182	KEY, LAWRENCE (X)	05/25/2021	516660	R00062353	190287067-1	\$20.00 PY ✓ ✓
PP0004182 Totals:						\$20.00
PP0004208	HOLMAN, AMANDA GALE	05/27/2021	516717	R00062385	190291577-1	\$29.50 PY ✓
PP0004208 Totals:						\$29.50
PP0004211	JOHNSON, KARA D	05/11/2021	516099	R00062193	190289954-1	\$150.00 PY ✓
PP0004211 Totals:						\$150.00
PP0004212	SMITH, ROBERT RAY	05/10/2021	516046	R00062164	190285647-1	\$50.00 PY ✓ ✓
PP0004212 Totals:						\$50.00
PP0004217	PETTAWAY, RAYQUAN D	05/02/2021	515711	R00062086	190286138-1	\$20.00 PY ✓ ✓
PP0004217 Totals:						\$20.00
PP0004223	RICHMOND, JOHN W	05/04/2021	515788	R00062108	190290208-1	\$50.00 PY ✓ ✓
PP0004223 Totals:						\$50.00
PP0004229	DENHAM, JOHN PAUL JR	05/19/2021	516480	R00062291	190292637-1	\$30.00 PY ✓ ✓
PP0004229 Totals:						\$30.00
PP0004234	AUSTIN-HAMILTON, BRYCE A	05/04/2021	515853	R00062125	190290992-1 190290993-1	\$100.00 PY
PP0004234 Totals:						\$100.00
PP0004236	URNISE, PATRICK R	05/03/2021	515752	R00062093	190291453-1	\$50.00 PY ✓ ✓
PP0004236 Totals:						\$50.00
PP0004237	ZWEIFEL, MELISSA ANGELICA	05/11/2021	516118	R00062202	190292436-1	\$50.00 PY ✓ ✓
PP0004237 Totals:						\$50.00
PP0004239	NELSON, QUIANA DENAE	05/07/2021	515973	R00062154	190290276-1	\$40.00 PY ✓ ✓
		05/20/2021	516522	R00062304	190290276-1	\$40.00 PY ✓ ✓
PP0004239 Totals:						\$80.00
PP0004240	NIELSEN, JOSIAH DANIEL	05/24/2021	516638	R00062336	160763846-1 160763847-1	\$100.00 PY ✓
PP0004240 Totals:						\$100.00
PP0004242	AINSWORTH, JAMES RUSSELL	05/03/2021	515760	R00062098	190291854-1 190291855-1	\$50.00 PY ✓ ✓
PP0004242 Totals:						\$50.00
PP0004261	AVILA-ORELLANA, LORENZO DAVID	05/29/2021	516771	R00062401	190293294-1	\$150.00 PY ✓
PP0004261 Totals:						\$150.00
PP0004263	NORTON, ANTOINE DEWAYNE	05/07/2021	515970	R00062151	160757207-1 160757208-1 160757209-1 160757211-1	\$118.00 PY ✓
PP0004263 Totals:						\$118.00
PP0004266	WINTER, JULIANNA FAITH	05/13/2021	516249	R00062229	190292188-1	\$140.00 PY ✓ ✓
PP0004266 Totals:						\$140.00
PP0004268	HOPPER, CHASITY M	05/20/2021	516525	R00062307	190292727-1	\$150.00 PY ✓
PP0004268 Totals:						\$150.00

* Indicates an overpayment was made on the Payment Plan

PP0004269	GLASGOW, CARLOS DION JR	05/12/2021	516219	R00062224	160756937-1	\$200.00 PY ✓
		05/26/2021	516701	R00062373	160765086-1	\$200.00 PY ✓
PP0004269 Totals:						\$400.00
PP0004270	FLASHPOLER, JASON WILLIAM	05/17/2021	516290	R00062258	190285451-1	\$300.00 PY ✓ ✓
					190288857-1	
PP0004270 Totals:						\$300.00
PP0004271	FREEMAN, MELISSA A	05/08/2021	515975	R00062156	160763666-1	\$50.00 PY ✓ ✓
PP0004271 Totals:						\$50.00
PP0004277	SHELOR, JOSHUA WADE	05/07/2021	515972	R00062153	190292977-1	\$325.00 PY ✓
					190292978-1	
PP0004277 Totals:						\$325.00
PP0004280	CUSTER, BAYLEE ANDREW	05/13/2021	516250	R00062230	190292404-1	\$125.00 PY ✓
PP0004280 Totals:						\$125.00
PP0004281	SHOTTS, BETHANY ANNE	05/11/2021	516081	R00062188	190292962-1	\$50.00 PY ✓ ✓
		05/24/2021	516636	R00062334	190292962-1	\$50.00 PY ✓ ✓
PP0004281 Totals:						\$100.00
PP0004289	THIERRY, KEVIN NMN JR	05/14/2021	516273	R00062243	190292696-1	\$50.00 PY ✓ ✓
PP0004289 Totals:						\$50.00
PP0004290	CUNNINGHAM, STEPHEN LEON	05/11/2021	516127	R00062204	190288920-1	\$60.00 PY ✓ ✓
PP0004290 Totals:						\$60.00
PP0004292	STRUP, JORDAN ANDREW	05/21/2021	516550	R00062313	190292320-1	\$50.00 PY ✓ ✓
PP0004292 Totals:						\$50.00
PP0004296	ENSOR, CODY ROBB	05/21/2021	516566	R00062327	190284008-1	\$100.00 PY ✓ ✓
		05/28/2021	516757	R00062395	190284008-1	\$100.00 PY ✓ ✓
PP0004296 Totals:						\$200.00
PP0004297	DRAGGOO, COLT	05/18/2021	516392	R00062270	190292554-1	\$50.00 PY ✓ ✓
					190292556-1	
PP0004297 Totals:						\$50.00
PP0004298	VAUGHN-HORTON, MICAE LOUISE L	05/18/2021	516390	R00062269	190292398-1	\$40.00 PY ✓ ✓
PP0004298 Totals:						\$40.00
PP0004299	WAGNER, DANIELLE KELLY	05/18/2021	516393	R00062271	190292662-1	\$50.00 PY ✓ ✓
PP0004299 Totals:						\$50.00
PP0004300	LAKEY, ANCEL DANIEL	05/18/2021	516419	R00062276	190290412-1	\$50.00 PY ✓ ✓
PP0004300 Totals:						\$50.00
PP0004301	KIHN, DUSTIN LEE	05/21/2021	516567	R00062328	190290183-1	\$85.00 PY ✓
PP0004301 Totals:						\$85.00
PP0004302	HERNANDEZ AMAYA, MANUEL	05/21/2021	516555	R00062316	190293735-1	\$150.00 PY ✓
PP0004302 Totals:						\$150.00
PP0004304	SHEPARD, JACOB DANIEL	05/27/2021	516715	R00062383	190293760-1	\$250.00 PY ✓
PP0004304 Totals:						\$250.00
PP0004305	MERRIWEATHER, TREVA LYNN	05/27/2021	516714	R00062381	160755884-1	\$200.00 PY ✓
PP0004305 Totals:						\$200.00

Report Totals

\$7,643.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

6/1/2021 11:09:33 AM

Totals For Filed Date From 05/01/2021 To 05/31/2021

Posted Fee Totals For Posted Date From 05/01/2021 To 05/31/2021

Violations By Filed Date

City Ordinance	63
MOVING TRAFFIC	210
Traffic	114
UNIFIED DEVELOPMENT CODE	1
Total Violations Filed:	388

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	43
Parking	1
Traffic	51
CL	95
Total Violations Completed-Paid Fines:	95

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	44
IPMC CODE	1
MOVING TRAFFIC	39
Parking	1
Traffic	74
UNIFIED DEVELOPMENT CODE	1
CL	160

DC-Dismissed by Complainant

City Ordinance	1
DC	1



My Filed Or Closed Cases Listing

Belton Municipal Division

6/1/2021 11:09:33 AM

Totals For Filed Date From 05/01/2021 To 05/31/2021

Posted Fee Totals For Posted Date From 05/01/2021 To 05/31/2021

Violations Completed-Before Judge By Filed Date

DP-Dismissed by Prosecutor

City Ordinance	9	
MOVING TRAFFIC	7	
Traffic	1	
DP	17	

DW-DISMISSED NO WITNESS

City Ordinance	1	
DW	1	

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	1	
MOVING TRAFFIC	10	
Traffic	1	
DX	12	

Total Violations Completed-Before Judge: 191

Violations Completed-Other By Filed Date

DE-DISMISSED - EVIDENCE

City Ordinance	1	
DE	1	

DO-DISMISSED BY OFFICER

City Ordinance	3	
DO	3	



My Filed Or Closed Cases Listing

Belton Municipal Division

6/1/2021 11:09:33 AM

Totals For Filed Date From 05/01/2021 To 05/31/2021

Posted Fee Totals For Posted Date From 05/01/2021 To 05/31/2021

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

City Ordinance	1	
DS		1
VD-Voided Docket		
MOVING TRAFFIC	1	
VD		1
Total Violations Completed-Paid Fines:	6	

800	Total Violations Completed-Paid Fines:	95
	Total Violations Completed-Before Judge:	191
	Total Violations Completed-Before Jury:	0
	Total Violations Completed-Before Teen Court:	0
	Total Violations Completed-Other:	6
	Total Violations Completed:	292
	Total Violations Filed:	388
	Net Difference Filed - Completed:	96

Warrants Issued

City Ordinance	126	
MOVING TRAFFIC	71	
Traffic	75	
Total Warrants Issued:	272	Total Violations: 272

Warrants Cleared

City Ordinance	112	
IPMC CODE	1	



My Filed Or Closed Cases Listing

Belton Municipal Division

6/1/2021 11:09:33 AM

Totals For Filed Date From 05/01/2021 To 05/31/2021

Posted Fee Totals For Posted Date From 05/01/2021 To 05/31/2021

MOVING TRAFFIC	74	
Parking	2	
Traffic	52	
UNUSED	1	
Total Warrants Cleared:	242	Total Violations: 242
Total Warrants Issued:	272	
Total Warrants Cleared:	242	
Net Difference:	30	

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	4	
MOVING TRAFFIC	6	
AJ		10

CD-Completion date for school(s)

MOVING TRAFFIC	2	
CD		2

CN-Continued Arraignment

City Ordinance	4	
MOVING TRAFFIC	14	
Traffic	2	
CN		20

CT-Continued Trial

MOVING TRAFFIC	1	
----------------	---	--



My Filed Or Closed Cases Listing

Belton Municipal Division

6/1/2021 11:09:33 AM

Totals For Filed Date From 05/01/2021 To 05/31/2021

Posted Fee Totals For Posted Date From 05/01/2021 To 05/31/2021

Violations Completed-Other Paid By Filed Date

Traffic	1	
CT		2
PP-Payment plan		
City Ordinance	18	
IPMC CODE	1	
MOVING TRAFFIC	24	
Traffic	7	
PP		50
WI-Warrant Issued		
City Ordinance	15	
MOVING TRAFFIC	14	
Traffic	8	
WI		37
Total Violations Completed-Other Paid:		121

020



My Filed Or Closed Cases Listing

Belton Municipal Division

6/1/2021 11:09:33 AM

Posted Fee Totals For Posted Date From 05/01/2021 To 05/31/2021

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,211.88
CC (76)	COURT COSTS	\$2,822.52
CN (CA)	COURT NOTIFICATION AUTOMATION	\$476.64
CVC2 (74)	CRIME VICTIMS CITY	\$93.98
CVS2 (CV)	CRIME VICTIMS STATE	\$1,785.41
DM (82)	DOMESTIC VIOLENCE	\$509.00
DWI (77)	DWI RECOVERY COST	\$500.00
FINE (76)	FINE	\$28,418.43
ILFC (83)	ILF- CITY	\$255.00
IS (IS)	INMATE SECURITY FUND	\$514.45
RST (RS)	RESTITUTION	\$292.00
SR (SR)	SHERIFF RETIREMENT	\$751.18
TFC (78)	TRAINING FUND CITY	\$508.00
TFS (81)	TRAINING FUND STATE	\$250.39

Report Totals: \$39,388.88

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 5/2021	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) ROSS NIGRO	Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III	

II. MONTHLY CASELOAD INFORMATION	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	131	3,739	1,520
B. cases (citations / informations) filed	11	313	64
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	1	4	3
3. court / bench trial - NOT GUILTY	0	11	1
4. plea of GUILTY in court	7	115	39
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	94	0
6. dismissed by court	0	1	1
7. <i>nolle prosequi</i>	0	8	15
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	8	233	59
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	134	3,819	1,525
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (Pre and Post Disposition)	IV. PARKING TICKETS
1. # issued during reporting period	272
2. # served/withdrawn during reporting period	242
3. # outstanding at end of reporting period	4,679
<input checked="" type="checkbox"/> Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 5/2021
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$17,676.86		
Clerk Fee - Excess Revenue	\$2,320.19		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$70.67		
Bond forfeitures (paid to city) - Excess Revenue	\$327.88		
Total Excess Revenue	\$20,395.60		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$11,218.21		
Clerk Fee - Other	\$757.33		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$250.39		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,785.41		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$23.31		
Law Enforcement Training (LET) Fund surcharge	\$508.00		
Domestic Violence Shelter surcharge	\$509.00		
Inmate Prisoner Detainee Security Fund surcharge	\$514.45		
Sheriffs' Retirement Fund (SRF) surcharge	\$751.18		
Restitution	\$292.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,884.00		
Total Revenue Other	\$18,493.28		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$500.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$39,388.88
DWI RECOVERY COST	\$500.00	Bond Refunds	\$0.00
		Total Disbursements	\$39,388.88

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Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	6	Cass	17th
Belton Municipal Division	79	new	new
0	<input type="button" value="Select"/>		

Show 10 ▼ entries

Search:

Reporting Period Year		Reporting Period	
2021	May	Resubmit	
2021	April	Resubmit	
2021	March	Resubmit	
2021	February	Resubmit	
2021	January	Resubmit	
2020	December	Resubmit	
2020	November	Resubmit	
2020	October	Resubmit	
2020	September	Resubmit	
2020	August	Resubmit	

Showing 1 to 10 of 41 entries

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Are you the Principal/Chief Judge?

SECTION VIII

C

R2021-38

A RESOLUTION REAPPOINTING MIKE MILLER AND TERRY WARD AND APPOINTING BRET WHITE AND COUNCILMEMBER ALLYSON LAWSON TO THE MUNICIPAL PARK BOARD.

WHEREAS, Section 17-40 of the Belton Code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

WHEREAS, Mike Miller's term expired June 1, 2021; he is hereby reappointed to serve as a member of the Park Board until June 1, 2024; and

WHEREAS, Terry Ward's term expired June 1, 2021; he is hereby reappointed to serve as a member of the Park Board until June 1, 2024; and

WHEREAS, Charlie Dalzell's term expired June 1, 2021; and

WHEREAS, Bret White is hereby appointed to serve as a member of the Park Board until June 1, 2024.

WHEREAS, Stephanie Davidson is no longer on the City Council and therefore resigned her position on the Park Board as the City Councilmember liaison; and

WHEREAS, Allyson Lawson is hereby appointed to serve as the City Councilmember liaison to the Park Board.

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

SECTION 1. That the following named individuals shall constitute the Municipal Park Board with terms of office as shown, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Zebadiah Morlok	June 1, 2022
Bryan Murdock	June 1, 2022
Rusty Sullivan	June 1, 2022
David Daniels	June 1, 2023
Jennifer Garner	June 1, 2023
Adrian Hall	June 1, 2023
Bret White	June 1, 2024
Mike Miller	June 1, 2024
Terry Ward	June 1, 2024
Councilmember Liaison – Allyson Lawson	

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 8th day of June, 2021.

Mayor Norman K Larkey Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the 8th day of June, 2021, and adopted at a meeting of the City Council held the 8th day of June, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



506 Main Street Belton, MO 64012
816.331.4331 www.belton.org

City of Belton, Missouri Application for Appointment to City Boards and Commissions

Please fill out a separate application for each Board/Commission of interest.
Email the completed form to admin@belton.org or drop it off at City Hall.

Date 6-3-21

*Board/Commission of interest Parks

*Name Bret White

*Phone# 816-589-3660

*Home Address 608 Mallory Pl
Belton MO 64012

*Do you reside within the city
limits of Belton? (circle one)

☒ Yes ☐ No

*E-mail dr.bw@hotmail.com

Length of residence in Belton over 25 yrs.

Why are you interested in serving on this Board/Commission? I am involved in
a lot of sport & health activities. My son played sports
through the Belton Rec Department. I have been involved
in coaching. I would like to serve & this board fits

List other service on local boards or commission: N/A First time
serving on a board

Other qualifications you have that may be helpful in serving on this particular board:

I have a PhD in Social Work. I worked my
on Mental Health Institute in Belton.

*Required information

Signature: [Signature]

Updated 5/26/2021

SECTION VIII

D

R2021-39

A RESOLUTION REAPPOINTING ED MAURER AND APPOINTING JAMES PRYAN TO THE TAX INCREMENT FINANCING COMMISSION.

WHEREAS, the City Council of the City of Belton, have heretofore authorized the formation of a Tax Increment Financing Commission of Belton, in accordance with Section 99.820(12.2.3.) of the Revised Statutes of Missouri, and Ordinance No. 2002-2870 of the City of Belton; and

WHEREAS, Section 1(d) of Ordinance No. 2002-2870, provides for appointment of members by the Mayor with the consent of a majority of the City Council; and

WHEREAS, Ed Maurer's term expired May 9, 2021; he is hereby reappointed to serve on the Tax Increment Financing Commission until May 9, 2025.

WHEREAS, Chet Trutzel's term expired May 9, 2021; and

WHEREAS, James Pryan is hereby appointed to serve on the Tax Increment Financing Commission until May 9, 2025; and

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

SECTION 1. That the following named individuals constitute the Members of the Tax Increment Financing Commission, being appointed for four (4) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Ron Branan	May 9, 2022
Tom MacPherson	May 9, 2022
Scott Von Behren	May 9, 2023
Pete Peterson	May 9, 2023
James Pryan	May 9, 2025
Ed Maurer	May 9, 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 8th day of June, 2021.

Mayor Norman K Larkey Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the 8th day of June, 2021, and adopted at a meeting of the City Council held the 8th day of June, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



506 Main Street Belton, MO 64012

816.331.4331 www.belton.org

City of Belton, Missouri Application for Appointment to City Boards and Commissions

Please fill out a separate application for each Board/Commission of interest.
Email the completed form to admin@belton.org or drop it off at City Hall.

Date 6/3/2021

*Board/Commission of interest _____

*Name James Pryan

*Phone# 402-305-5485

*Home Address 1007 RED CT
Belton, MO

*Do you reside within the city
limits of Belton? (circle one)

☒ Yes

☐ No

*E-mail jamespryan704@gmail.com

Length of residence in Belton 7 years

Why are you interested in serving on this Board/Commission? I grew up and graduated from Belton HS.

I left for the military but came back after retirement and want to make Belton a great place to live.

List other service on local boards or commission: none

Other qualifications you have that may be helpful in serving on this particular board:

As a Federal worker I have always treated the spending of taxpayers' money with the upmost respect and responsibility.

*Required information

Signature: 

SECTION VIII

E

R2021-40

A RESOLUTION APPROVING THE REFURBISHMENT OF AN EXISTING WARRIOR AMBULANCE MODULE BOX AND THE PURCHASE OF A 2021 F-550 CHASSIS FOR THE REMOUNTING OF THE REFURBISHED MODULE BOX IN THE AMOUNT OF \$139,290.00.

WHEREAS, the fire department has a need for reliable ambulance units ready to respond to calls for service; and

WHEREAS, the current ambulance is a 2013 model with 178,131 miles, which is 28,000 miles beyond expected acceptable service levels; and

WHEREAS, the fire department contacted three vendors and advertised for bids per the city's purchasing policy and received an acceptable bid from Osage Ambulance of Linn, Missouri, a current and proven provider of quality, durable and reliable products; and

WHEREAS, this purchase is within the amount already approved in the FY2022 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

Section 1. Approve the refurbishment and remounting of one Warrior Ambulance module box and the purchase of one (1) F-550 chassis for remounting of the refurbished module through Emergency Services Supply aka. Osage Ambulance in the amount of \$139,290.00. **(Exhibit A)**

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

Duly read and passed this 8th day of June, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the 8th day of June, 2021, and adopted at a meeting of the City Council held the 8th day of June, 2021 by the following vote, to wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: FIRE

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:

Approval of resolution for ambulance chassis replacement.

In order to maintain a reliable fleet of ambulances, this chassis, a 2013 model with 178,131 miles, had goal replacement mileage of 150,000.

Bids were solicited according to the city's purchasing policy. One qualified bid was received and evaluated from Emergency Services Supply, aka Osage Ambulance, located in Linn, Missouri. The four current Belton ambulances are Osage and have been extremely reliable units.

Due to the current shortage of chassis, due to the lack of micro chips used in vehicle computers, the city is attempting to order this unit as soon as possible to assure a chassis may be obtained. Furthermore, according to Osage, unless there is an extraordinary measure taken, they anticipate chassis availability to end August/September timeframe.

The Fire Chief recommends approval of the refurbishment and remounting of the existing ambulance module onto a 2021 F-550 chassis to be completed by Osage Ambulance.

Note: The proposal allowed \$5,000 for trade-in however, there is a need within the city – Public Works – for this chassis so the chassis will not be traded-in.

IMPACT/ANALYSIS:

Contractor	Emergency Services Supply (Osage Ambulance)
Amount of Request/Contract	\$139,290.00
Amount Budgeted	\$810,000
Funding Source	Vehicle Capital
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	\$672,755.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Refurbish and remount the existing Warrior Ambulance module onto a 2021 F-550 chassis completed by Emergency Services Supply, aka Osage Ambulance, located in Linn, MO for \$139,290.00

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Price proposal form

PROPOSAL FORM**Bid for**

THE UNDERSIGNED BIDDER, organized and existing under the laws of the State of Missouri, doing business as (a corporation) (partnership) (individual), hereby submits the following bid quotation for the equipment and trade-in equipment in accordance with the terms and Specifications of the Bid Request and all referenced documents specified therein:

Manufacture	Model	Color	Delivered Price
<u>Osage</u>	<u>Remount</u>	<u>RED</u>	<u>\$ 139,290</u>

Attach required submittals \$

Options Package or addenda Rewire truck with VMUX electrical system \$ 8,000


TOTAL PROPOSAL WITH TRADE IN AND/OR OPTIONS/ADDENDA \$ 134,290

Delivery Date: Oct 2021

Dated: 5/24/21

Name of Bidder:

Company: Emergency Services Supply

Signed: 

Printed Name: Dan Kehoe

Title: VP

Address: 2637 Drew Perry Rd

Jefferson City MO 65109

SECTION VIII

F

R2021-41

A RESOLUTION APPROVING TASK AGREEMENT 2021-1 WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PREPARE A FEASIBILITY STUDY FOR WASTEWATER TREATMENT REGIONALIZATION IN THE NOT-TO-EXCEED AMOUNT OF \$149,837.00.

WHEREAS, the Missouri Department of Natural Resources (MoDNR) desires, in conjunction with the City of Belton, to explore the possibility of expanding the City of Belton Wastewater Treatment Plant (WWTP) into a regional plant due to current illicit discharge in surrounding unincorporated areas of Cass County thereby creating the possibility of generating cleaner and more efficient wastewater operations in the region; and

WHEREAS, staff requested Burns & McDonnell Engineering Company, Inc., a premiere firm having done numerous similar studies for other communities, to prepare a feasibility study for wastewater treatment regionalization under their On-Call Professional Services Contract (R2020-90) Task Agreement 2021-1 in the not-to-exceed amount of \$149,837.00; and

WHEREAS, this is a FY2022 budget-approved item.

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

SECTION 1. That this resolution approving Task Agreement 2021-1 with Burns & McDonnell Engineering Services, Company, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$149,837.00 is hereby approved for purposes described above.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works/Water Services

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 City of Belton was contacted by the Missouri Department of Natural Resources (MoDNR) desiring the ability to add customers to the City of Belton Wastewater Treatment Plant (WWTP), noting issues outside the city that have illicit discharges. Staff informed MoDNR the City is not accepting customers from outside the City limits due to inability to build interceptors into the county area of need. MoDNR is encouraging areas to expand "city" wastewater treatment plants into regional plants further stating they would support this endeavor via grants and low interest loans to help encourage cities create cleaner and more efficient communities. It is noteworthy to mention the City of Peculiar also signed a non-binding Memorandum of Understanding agreeing to allow wastewater to come to the City of Belton WWTP.

In order to accommodate this appeal by MoDNR, a regional study is needed. This study will determine the amount of waste to be processed in a regional plant, the cost for improvements, and determination of future ownership and operation, i.e. the feasibility of a sewer protection district.

Staff requested Burns & McDonnell Engineering Company, Inc., a premiere firm having done numerous similar studies for other communities, and also on the City of Belton's On-Call Professional services Contract (R2020-90), to prepare a feasibility study for wastewater treatment regionalization under Task Agreement 2021-1 in the not-to-exceed amount of \$149,837.00. This is a FY2022 budget approved item.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Burns & McDonnell Engineering Company, Inc.
Amount of Request/Contract:	\$	149,837.00
Amount Budgeted:	\$	150,000.00
Funding Source:		660-0000-495-7300

STAFF RECOMMENDATION, ACTION, AND DATE:


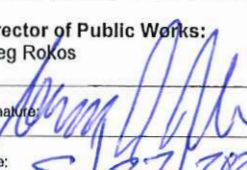

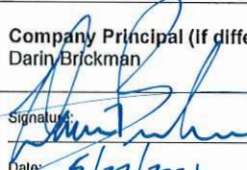
Approval of a resolution approving Task Agreement 2020-1 with Burns & McDonnell Engineering Company, Inc. to prepare a feasibility study for wastewater treatment regionalization in the not-to-exceed amount of \$149,837.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2021-1 and Scope of Work

Attachment 1

 PUBLIC WORKS City of Belton – Public Works Task Agreement									
Contract:									
Ordinance or Resolution:			Task Agreement No: TA 2021-1 – Burns & McDonnell				Funding Amount: Not to Exceed \$149,837.00		
							Date of Schedule of Hourly Rates and Expenses:		
							Purchase Order No:		
Project Title: Feasibility Study for Wastewater Treatment Regionalization									
Contractor/Consultant (including subs): Burns & McDonnell Engineering Company, Inc.					Division and Staff Project Manager:				
Project Management Manual reviewed:					Attachments (Gantt Chart, etc.): Project Description and Scope				
PROJECT Scope (can be in the form of an attachment): See attached Project Description and Scope.									
Staff Signatures					Partner Signatures				
Director of Public Works: Greg Rokos		City Manager: Alexa Barton			Project Manager: Cliff Cate		Company Principal (If different): Darin Brickman		
Signature: 		Signature: _____			Signature: 		Signature: 		
Date: 5/27/2021		Date: _____			Date: 5/27/2021		Date: 5/27/2021		
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater	X	Stormwater
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the 8th day of December, 2020.									

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



RESOLUTION NO. R2020-90
TASK ORDER 1: REGIONALIZATION FEASIBILITY STUDY

May 19, 2021

Greg Rokos
Public Works Director
City of Belton, Missouri
City Hall Annex
520 Main Street
Belton, MO 64012

Re: Feasibility Study for Wastewater Treatment Regionalization

Dear Mr. Rokos,

In accordance with your request of April 7, 2021, we are pleased to submit our proposed scope and fee for engineering services related to a feasibility study on the referenced Project as follows. Services performed under this scope will be authorized through the On-Call Professional Services Contract (R2020-90), dated December 8, 2020.

PROJECT:

The City of Belton (CLIENT) requests Burns & McDonnell Engineering Company, Inc. (BMcD) to provide Services related to a feasibility study for an expansion of the existing Belton wastewater treatment plant (WWTP) and wastewater treatment regionalization. Generally, BMcD will evaluate the feasibility of wastewater treatment regionalization in the areas of Belton, Peculiar, Raymore, and surrounding communities like Pickering Place Retirement Community and provide a Feasibility Study deliverable. Additionally, BMcD will provide example agreements for potential utility wastewater contributions to the future expanded Belton WWTP or other regionalized treatment facilities, as well as an evaluation of potential funding sources for the regionalization.

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are generally as follows:

1. Meetings
2. Data Collection and Review
3. Feasibility Study

TASK 1 – MEETINGS

This task includes project meetings:

1.1) Coordination Meetings with CLIENT

- One (1) Project Kickoff Meeting with CLIENT, up to two (2) BMcD attendees, in-person;
- Four (4) Progress Meetings with CLIENT, up to two (2) BMcD attendees each meeting, all virtual;
- One (1) Feasibility Study Review Meeting with CLIENT, up to two (2) BMcD attendees, in-person;

City of Belton, Missouri
May 19, 2021
Page 2 of 5

1.2) Coordination Meetings with LBVSD and Surrounding Communities

- Two (2) Coordination Meetings with a City of Peculiar representative, up to two (2) BMcD attendees each meeting, one (1) in-person and one (1) virtual;
- Two (2) Coordination Meetings with a City of Raymore representative, up to two (2) BMcD attendees each meeting, one (1) in-person and one (1) virtual;
- Two (2) Coordination Meetings with Little Blue Valley Sewer District (LBVSD) representatives, up to two (2) BMcD attendees each meeting, one (1) in-person, one (1) virtual; and
- One (1) Coordination Meeting, up to two (2) BMcD attendees, virtual, when available, with:
 - Pickering Place representative;
 - Olson Acres representative;
 - Crown Trailer Sales representative;
 - RK Collision Repair Center representative;
 - Construction Industry Laborers Training Fund representative;
 - MBCH-Byrne Campus WWTF representative; and
 - Cleveland WWTF representative.

Up to three (3) additional meetings (up to two (2) BMcD attendees, virtual, when available) are considered for additional communities that may be considered for wastewater regionalization.

Communication with LBVSD, the City of Peculiar, the City of Raymore, and other potential wastewater contributors will be as directed by the City. It is assumed that a representative from the City will be participating in the coordination meetings with LBVSD and surrounding communities.

TASK 2 – DATA COLLECTION AND FEASIBILITY REVIEW

Project and Quality Management activities will be performed, including:

- Monthly invoicing;
- Q1 Project Planning Review to evaluate initial project planning activities and feasibility study objectives; and
- Q2 Design Basis Review to evaluate technical design basis when conceptual planning begins.

2.1) Review City Data

CLIENT to provide existing information and data related to the existing WWTP and wastewater collection system, including record drawings, existing hydraulic model, applicable information from prior investigative reports, information related to planned development in Belton, prior or planned funding mechanisms, and other relevant information to appropriately complete the feasibility study activities. Based upon review of existing information and data, BMcD will identify additional information needed to appropriately evaluate feasibility of wastewater treatment regionalization.

City of Belton, Missouri
May 19, 2021
Page 3 of 5

2.2) Watershed Analysis

BMcD to research existing systems/treatment facilities that are within the City of Belton's watershed, and gather existing flows/discharge details/maps of collection system, as applicable.

2.3) Neighboring Utilities and Adjacent Watershed Analysis

BMcD to research existing systems/treatment facilities that have indicated interest in regionalization and/or are located adjacent to the City of Belton's watershed, and review existing master plans/discharge permits/maps of collection system, as applicable. Up to 12 total connections will be considered.

2.4) Belton Collection System/WWTP Analysis

BMcD to review CLIENT's treatment system and capacity as described in CLIENT's existing Master Plan, review GIS of collection system, and determine available wastewater treatment capacity and collection system capacity for existing trunk sewers 24" and larger, assuming existing diameters are available in a GIS platform or with extents agreed upon in writing with CLIENT.

2.5) Future Analysis

Based on analysis of items 2.1 - 2.4, BMcD to define up to two (2) recommended regional treatment areas with input of CLIENT. Once the treatment area is determined and agreed upon with CLIENT, BMcD will evaluate future buildout treatment capacity needs and future buildout collection system capacity needs from the selected treatment area to the existing WWTP site (trunk sewers 24" and larger will be considered). Note that only publicly available data will be utilized (such as past reports made available to BMcD or the Missouri Domestic Wastewater Treatment Facilities Online Map) unless BMcD is provided alternate, updated data by CLIENT or community of interest.

TASK 3 – FEASIBILITY STUDY PREPARATION

Project and Quality Management activities will be performed, including:

- Q3 Document Review to evaluate that the Feasibility Study is accurate and complete.
- Q4 Independent Document Review to evaluate that the Feasibility Study is accurate, complete, and ready for CLIENT use as intended.

3.1) Feasibility Study

This task includes preparation of the DRAFT Feasibility Study deliverable for the Belton WWTP expansion and wastewater treatment regionalization.

DRAFT Feasibility Study to include:

- Summary of items reviewed in Task 2;
- Map of selected regional treatment area;
- One (1) conceptual layout will be provided for the future buildout capacity WWTP at the existing WWTP site;

City of Belton, Missouri
May 19, 2021
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- One (1) conceptual layout (using GIS and/or available mapped contours with sizing based on regulatory standards and/or spreadsheet modeling) for trunk sewers 24" and larger from the selected regional treatment area to the existing WWTP site;
 - Potential pumping and gravity flow strategies will be considered.
 - Existing conveyance infrastructure will be considered as well as new conveyance infrastructure.
 - Up to 12 total connections in addition to the City of Belton will be considered for the regional treatment area.
- Discussion on potential LBVSD plant operations/maintenance responsibility(ies); and
- Conceptual Opinion of Probable Construction Cost (OPCC) for WWTP capacity improvements and wastewater conveyance infrastructure improvements.

Costs presented in recent Facility Plan documents are assumed to be accurate and will be considered in OPCC development. Only 24" trunk sewers and larger will be considered in OPCC development.

BMcD will evaluate the feasibility of using the MDNR Clean Water State Revolving Fund (CWSRF) Regionalization Incentive Grant for application to the existing Belton WWTP expansion and/or new regional treatment facilities.

The funding evaluation included with this deliverable includes the following:

- Available Funding: A funding evaluation will be performed to investigate funding sources available for existing WWTP expansion;
- Coordination needs with contributing communities;
- Process overview with timeline; and
- Identification of other items and next steps needed to pursue the grant.

Note: One of the two meetings with LBVSD will be scheduled following conceptual design, costing, and funding evaluation activities, such that CLIENT, BMcD, and LBVSD can discuss implementation of a regional treatment facility.

Deliverables:

- Up to two (2) conceptual treatment area maps for wastewater regionalization.
- A DRAFT Feasibility Study in PDF format will be provided for review by CLIENT, BMcD to discuss/address consolidated comments provided by the CLIENT.
- A FINAL Feasibility Study in PDF format.



City of Belton, Missouri
May 19, 2021
Page 5 of 5

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

- Assistance by placing at BMcD's disposal all available information pertinent to the Scope of Services on this Project. BMcD shall rely on information made available by CLIENT as accurate without independent verification.
- Initiate and coordinate meetings with surrounding communities as outlined in Task 1. BMcD will assist CLIENT by providing agenda and technical information for the meeting.

SCHEDULE:

BMcD will complete the Scope of Services described herein within 180 days of written Notice to Proceed.

COMPENSATION:

Amount of Payment

For Services performed, CLIENT shall pay CONSULTANT as follows:

For the scope of services provided herein, CLIENT shall pay BMcD the lump sum amount of One Hundred Forty-Nine Thousand Eight Hundred Thirty-Seven Dollars (\$149,837).

COST OF SERVICES:

BURNS & McDONNELL											
ACTIVITY		LABOR							EXPENSE		
TASK NO.	DESCRIPTION / WORK TASKS	Principal/ Associate/ Contract Manager	Quality Management	Project Manager	Project Engineer	Assistant Process Engineer	Assistant Land Use Planner	SUBTOTAL HOURS	TOTAL LABOR COST	TOTAL EXPENSE COST	TOTAL COST
		\$252	\$246	\$246	\$191	\$152	\$152				
TASK 1. Meetings											
1.1	Coordination Meetings with CLIENT	11	0	27	27	4	0	69	\$ 15,179	\$ 152	\$ 15,331
	Coordination Meetings with LBVSD and										
1.2	Surrounding Communities	0	0	51	58	0	0	109	\$ 23,624	\$ 1,010	\$ 24,634
	SUBTOTALS	11	0	78	85	4	0	178	\$ 38,803	\$ 1,162	\$ 39,965
TASK 2. Data Collection and Review											
2.1	Review City Data	0	0	5	10	10	8	33	\$ 5,876	\$ -	\$ 5,876
2.2	Watershed Analysis	0	0	2	10	10	18	40	\$ 6,658	\$ -	\$ 6,658
	Neighboring Utilities and Adjacent Watershed										
2.3	Analysis	0	0	4	10	10	18	42	\$ 7,150	\$ -	\$ 7,150
2.4	Belton Collection System/WWTP Analysis	0	0	0	8	12	16	36	\$ 5,784	\$ -	\$ 5,784
2.5	Future Analysis	0	4	8	20	32	20	84	\$ 14,676	\$ -	\$ 14,676
	SUBTOTALS	0	4	19	58	74	80	235	\$ 40,144	\$ -	\$ 40,144
TASK 3. Feasibility Study											
3.1	Feasibility Study	0	20	68	48	192	64	392	\$ 69,728	\$ -	\$ 69,728
	SUBTOTALS	0	20	68	48	192	64	392	\$ 69,728	\$ -	\$ 69,728
TOTALS											
	Total Labor Hours	11	24	165	191	270	144	805	\$ 148,675	\$ 1,162	\$ 149,837

SECTION VIII

G

R2021-42

A RESOLUTION APPROVING THE PURCHASE OF A 2022 T770 T4 BOBCAT COMPACT TRACK LOADER WITH BOB-DOCK ATTACHMENT SYSTEM IN THE AMOUNT OF \$68,997.17 FROM CLARK EQUIPMENT COMPANY, THE LOWEST AND BEST BIDDER.

WHEREAS, the FY2022 approved budget includes funding to purchase a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system for the Transportation Division; and

WHEREAS, this item was competitively bid via Missouri Department of Transportation / State of Missouri Procurement Office and Clark Equipment Company was found to be the lowest and best bid; and

WHEREAS, the City Council believes that approving the purchase of this equipment and accessories will provide safe, useful, and cost-effective equipment for more efficient infrastructure work in the City of Belton by the City's Public Works Department.

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

SECTION 1. That the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock Attachment System in the amount of \$68,997.17 is hereby approved.

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

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 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 Public Works Transportation Division FY2022 approved budget includes funding to purchase a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system. This bid was prepared using the Missouri Department of Transportation State Contract for skid steer loaders. The State of Missouri Procurement Office evaluated skid steer loader dealerships using lowest cost and best practices criteria and selected Clark Equipment Company to provide Bobcat equipment for this statewide contract.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Clark Equipment Company
Amount of Request/Contract:	\$ 68,997.17
Amount Budgeted:	\$ 87,000
Funding Source:	225-0000-495-7400

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$68,997.17 from Clark Equipment Company, the lowest and best bidder.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Clark Equipment Company Quote



Bobcat

Product Quotation

Quotation Number: HMM-26347

Date: 2021-04-19 10:01:33

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BELTON Concrete/Stormwater 506 MAIN BELTON, MO 64012	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$51,426.90	\$51,426.90
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt 			
Bobcat Interlock Control System (BICS)	<ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 			
Controls: Bobcat Standard	<ul style="list-style-type: none"> Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Engine/Hydraulic Systems Shutdown	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Horn	Tracks: Rubber, 17.7" wide			
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights	Warranty: 2 years, or 2000 hours whichever occurs first			
P79 Performance Package	M0285-P06-P79	1	\$6,064.10	\$6,064.10
Bob-Dock Ready	2-Speed			
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
C37 Comfort Package	M0285-P07-C37	1	\$4,504.50	\$4,504.50
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$661.50	\$661.50
17.7" Multi-Bar Tracks	M0285-R09-C05	1	\$1,183.00	\$1,183.00
Telematics US	M0285-R51-C02	1	\$0.00	\$0.00
Bob-Dock Completion Kit	7348816	1	\$1,616.65	\$1,616.65
Bob-Dock Adapter Plate	7346768	2	\$792.40	\$1,584.80
80" Severe Duty Bucket	7326129	1	\$1,232.72	\$1,232.72
--- Bolt-On Cutting Edge, 80"	6718008	1	\$268.00	\$268.00

Total of Items Quoted	\$68,542.17
Dealer Assembly Charges	\$455.00
Quote Total - US dollars	\$68,997.17

Notes:

****Prices per the Missouri Loaders – 6052CO00123***
****Terms Net 30 Days. Credit cards accepted.***
****FOB Destination within the 48 Contiguous States.***
****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.***

****TID# 38-0425350***

****Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____



SECTION VIII

H

R2021-43

A RESOLUTION APPROVING THE PURCHASE OF A 2022 S770 T4 BOBCAT SKID STEER LOADER WITH BOB-DOCK ATTACHMENT SYSTEM IN THE AMOUNT OF \$58,968.01 FROM CLARK EQUIPMENT COMPANY, THE LOWEST AND BEST BIDDER, AND APPROVING THE DISPOSAL/SALE OF THE CURRENT S770 BOBCAT SKID STEER LOADER BEING REPLACED THROUGH THE CITY OF BELTON'S AUCTIONEER SERVICE PROVIDER.

WHEREAS, the FY2022 approved budget includes funding to purchase a 2022 S770 T4 Bobcat Skid Steer Loader with Bob-Dock attachment system for the Transportation Division to replace a 2014 S770 Bobcat Skid Steer Loader with 2,371 hours; and

WHEREAS, this item was competitively bid via Missouri Department of Transportation / State of Missouri Procurement Office and Clark Equipment Company was found to be the lowest and best bid; and

WHEREAS, the City Council believes that approving the purchase of this equipment and attachment system will provide safe, useful, and cost-effective equipment for the City's Public Works Department.

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

SECTION 1. That the purchase of a 2022 S770 T4 Bobcat Skid Steer Loader with Bob-Dock attachment system in the amount of \$58,968.01 is hereby approved.

SECTION 2. That the disposal/sale of the 2014 S770 Bobcat Skid Steer Loader (Equipment ID 543) through the City of Belton's auctioneer service provider is hereby approved.

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

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 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 Public Works Transportation Division FY2022 approved budget includes funding to replace the Transportation Division's S770 Bobcat Skid Steer Loader (Equipment ID 543) that was put into service in 2014 and has 2,371 hours. This piece of equipment will be replaced with a 2022 S770 T4 Bobcat Skid Steer Loader with Bob-Dock attachment system. This bid was prepared using the Missouri Department of Transportation State Contract for skid steer loaders. The State of Missouri Procurement Office evaluated skid steer loaders dealerships using lowest cost and best practices and selected Clark Equipment Company to provide Bobcat equipment for this statewide contract.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Clark Equipment Company
Amount of Request/Contract:	\$	58,968.01
Amount Budgeted:	\$	80,000
Funding Source:		225-0000-495-7400

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2022 S770 T4 Bobcat Skid Steer Loader with Bob-Dock attachment system in the amount of \$58,968.01 from Clark Equipment Company, the lowest and best bidder, and approving the disposal/sale of the 2014 S770 Bobcat Skid Steer Loader being replaced through the City of Belton's auctioneer service provider.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Clark Equipment Quote



Bobcat

Product Quotation

Quotation Number: HMM-26348

Date: 2021-04-19 10:03:46

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BELTON Asphalt 506 MAIN BELTON, MO 64012	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
S770 T4 Bobcat Skid-Steer Loader 92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	M0283	1	\$42,872.20	\$42,872.20
	Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab <ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Tires: 12-16.5 12 PR Bobcat Heavy Duty Warranty: 2 years, or 2000 hours whichever occurs first			
P79 Performance Package Bob-Dock Ready Power Bob-Tach 7-Pin Attachment Control Kit High Flow	M0283-P06-P79	1	\$5,737.20	\$5,737.20
	2-Speed Hydraulic Bucket Positioning Automatic Ride Control Reversing Fan			
C37 Comfort Package Enclosed Cab with AC/Heat Sound Reduction Cab Accessories Package	M0283-P07-C37	1	\$4,504.50	\$4,504.50
	Deluxe Instrument Panel with Keyless Start Radio Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0283-R01-C04	1	\$661.50	\$661.50
Telematics US	M0283-R51-C02	1	\$0.00	\$0.00
Bob-Dock Completion Kit	7348816	1	\$1,616.65	\$1,616.65
Bob-Dock Adapter Plate	7346768	2	\$792.40	\$1,584.80
74" Severe Duty Bucket	7326130	1	\$1,143.80	\$1,143.80
--- Long Bolt-on tooth kit	7355992	8	\$44.17	\$353.36
Total of Items Quoted				\$58,474.01
Dealer Assembly Charges				\$494.00
Quote Total - US dollars				\$58,968.01

Notes:

****Prices per the Missouri Loaders – 6052CO00123***
****Terms Net 30 Days. Credit cards accepted.***
****FOB Destination within the 48 Contiguous States.***
****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.***

****TID# 38-0425350***

****Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____



SECTION VIII

I

R2021-44

A RESOLUTION APPROVING THE PURCHASE OF A 2022 T770 T4 BOBCAT COMPACT TRACK LOADER WITH BOB-DOCK ATTACHMENT SYSTEM IN THE AMOUNT OF \$69,913.93 FROM CLARK EQUIPMENT COMPANY, THE LOWEST AND BEST BIDDER.

WHEREAS, the FY2022 approved budget includes funding to purchase a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system for the Water Services Division; and

WHEREAS, this item was competitively bid via Missouri Department of Transportation / State of Missouri Procurement Office and Clark Equipment Company was found to be the lowest and best bid; and

WHEREAS, the City Council believes that approving the purchase of this equipment and accessories will provide safe, useful, and cost-effective equipment for the City's Public Works Department.

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

SECTION 1. That the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$69,913.93 is hereby approved.

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

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works/Water Services

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 Public Works Water Services Division FY2022 approved budget includes funding to purchase a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system. This bid was prepared using the Missouri Department of Transportation State Contract for skid steer loaders. The State of Missouri Procurement Office evaluated skid steer loader dealerships using lowest cost and best practices criteria and selected Clark Equipment Company to provide Bobcat equipment for this statewide contract.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Clark Equipment Company
Amount of Request/Contract:	\$ 69,913.93
Amount Budgeted:	\$ 80,000
Funding Source:	660-0000-495-7400 (\$40,000), 662-0000-495-7400 (\$40,000)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$69,913.93 from Clark Equipment Company, the lowest and best bidder.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Clark Equipment Company Quote



Bobcat

Product Quotation

Quotation Number: HMM-26350

Date: 2021-04-19 10:42:05

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BELTON Water Services 506 MAIN BELTON, MO 64012	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$51,426.90	\$51,426.90
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt 			
Bobcat Interlock Control System (BICS)	<ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 			
Controls: Bobcat Standard	<ul style="list-style-type: none"> Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Engine/Hydraulic Systems Shutdown	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Horn	Tracks: Rubber, 17.7" wide			
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights	Warranty: 2 years, or 2000 hours whichever occurs first			
P79 Performance Package	M0285-P06-P79	1	\$6,064.10	\$6,064.10
Bob-Dock Ready	2-Speed			
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
C37 Comfort Package	M0285-P07-C37	1	\$4,504.50	\$4,504.50
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$661.50	\$661.50
17.7" Multi-Bar Tracks	M0285-R09-C05	1	\$1,183.00	\$1,183.00
Telematics US	M0285-R51-C02	1	\$0.00	\$0.00
Bob-Dock Completion Kit	7348816	1	\$1,616.65	\$1,616.65
Bob-Dock Adapter Plate	7346768	3	\$792.40	\$2,377.20
80" Severe Duty Bucket	7326129	1	\$1,232.72	\$1,232.72
--- Long Bolt-on tooth kit	7355992	8	\$44.17	\$353.36

Total of Items Quoted	\$69,419.93
Dealer Assembly Charges	\$494.00
Quote Total - US dollars	\$69,913.93

Notes:

****Prices per the Missouri Loaders – 6052CO00123***
****Terms Net 30 Days. Credit cards accepted.***
****FOB Destination within the 48 Contiguous States.***
****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.***

****TID# 38-0425350***

****Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____



SECTION VIII

J

R2021-45

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR WATER, WASTEWATER, STORMWATER SERVICES, AND OTHER CITY ASSETS BETWEEN THE CITY OF BELTON AND BREIT CONSTRUCTION, LLC FOR A TERM OF FIVE (5) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED TEN (10) YEARS.

WHEREAS, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process; and

WHEREAS, the City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath. **This resolution is for the approval of Breit Construction, LLC; and**

WHEREAS, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and Breit Construction, LLC is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, stormwater, and other City assets.

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

SECTION 1. That this resolution authorizing and approving the On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and Breit Construction, LLC, attached as **Exhibit A**, for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years is hereby approved for purposes described above.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works

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 City has had an On-Call Professional Services Agreement for Water, Wastewater, and Stormwater Services since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process. The City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff was unable to negotiate a reasonable price with Wiedenmann. Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution authorizing and approving the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and Breit Construction, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets



**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

On-Call Water, Wastewater, Stormwater, and Other City Assets

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between Breit Construction, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 302 W. Walnut, Raymore, Missouri, 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 and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** 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. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services 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 begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provisions herein set. 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:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional 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. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. 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 4** or its equivalent.
- C. 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.

- D. Regardless of any approval by City, it is the responsibility of Professional 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 Professional's failure to maintain the required insurance in effect, City may order Professional 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.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative 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 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 services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

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 Subcontractors and their employees and be responsible for the work performed by Subcontractors 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 Subcontractors 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 Subcontractors 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.

ARTICLE VII 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 mail, certified mail, 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 delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

ARTICLE VIII 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 IX WARRANTY

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 **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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.

**ARTICLE XI
ENTIRE AGREEMENT**

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

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

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

SEAL)

THE CITY OF BELTON, MISSOURI

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

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By:  _____
Andrew Breit

Title: General Manager

Attest:  _____
Steve Sherrer - Project Manager/Estimator

APPENDIX A

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 any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

The 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.

D. *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.

E. *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.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement 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.

H. *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.

I. *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.

J. *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.

K. *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.

L. *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.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

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.

O. *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.

P. *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.

Q. *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.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No:

Funding Amount:

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title:

Contractor/Consultant (including subs):

Division and Staff Project Manager:

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Staff Signatures

Partner Signatures

Public Works Director:
Greg Rokos

City Manager:
Alexa Barton

Project Manager:

Company Principal (if different):

Signature:

Date:

Signature:

Date:

Signature:

Date:

Signature:

Date:

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and contractors/consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor/Consultant: _____ Date: _____

What type of activities was this Contractor/Consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Contractor and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability			Bodily Injury	\$	\$
	Property Damage			\$	\$	
	Bodily Injury Property Damage Combined			\$	\$	
	Applies to Products/Completed Operations Hazard			\$		
	(Personal Injury)					
	Auto Liability			Bodily Injury (Each Person)	\$	
	Bodily Injury (Each Occurrence)			\$		
	Property Damage			\$		
	Bodily Injury and Property Damage Combined			\$		
	Excess Liability			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability			Statutory		
				\$	(Each Accident)	
	Other					

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

Location:	Description of Operations:

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

Date Issued: _____

Authorized Representative

ATTACHMENT 5

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 Andrew Breit, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

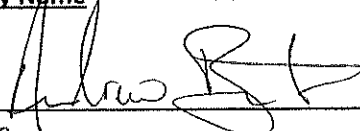
Andrew Breit

Company: Breit Construction LLC

Address: PO Box 551 Raymore, MO 64083

- 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.
- 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.

Company Name BREIT CONSTRUCTION LLC

Signature 

Name: Andrew Breit

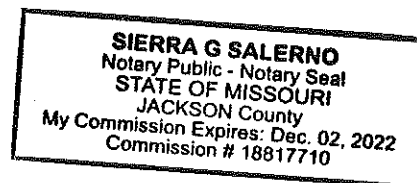
Title: General Manager

Subscribed and sworn to before me this 16th day of February, 2021.

STATE OF Missouri COUNTY OF Gass Jackson

Notary Public: Sierra G Salerno

My Commission Expires: 12-2-2022



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.

SECTION VIII

K

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR WATER, WASTEWATER, STORMWATER SERVICES, AND OTHER CITY ASSETS BETWEEN THE CITY OF BELTON AND FTC EQUIPMENT, LLC FOR A TERM OF FIVE (5) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED TEN (10) YEARS.

WHEREAS, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process; and

WHEREAS, the City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath. **This resolution is for the approval of FTC Equipment, LLC;** and

WHEREAS, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and FTC Equipment, LLC is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, stormwater, and other City assets.

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

SECTION 1. That this resolution authorizing and approving the On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and FTC Equipment, LLC, attached as **Exhibit A**, for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years is hereby approved for purposes described above.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works

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 City has had an On-Call Professional Services Agreement for Water, Wastewater, and Stormwater Services since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process. The City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff was unable to negotiate a reasonable price with Wiedenmann. Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution authorizing and approving the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and FTC Equipment, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets



**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

On-Call Water, Wastewater, Stormwater, and Other City Assets

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between FTC Equipment, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 5238 Winner Rd, KCMO, 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 and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** 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. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services 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 begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provisions herein set. 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:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional 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. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. 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 4** or its equivalent.
- C. 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.

- D. Regardless of any approval by City, it is the responsibility of Professional 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 Professional's failure to maintain the required insurance in effect, City may order Professional 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.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative 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 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 services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

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 Subcontractors and their employees and be responsible for the work performed by Subcontractors 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 Subcontractors 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 Subcontractors 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.

ARTICLE VII 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 mail, certified mail, 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 delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

ARTICLE VIII 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 IX WARRANTY

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 **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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.

**ARTICLE XI
ENTIRE AGREEMENT**

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

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

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

SEAL)

THE CITY OF BELTON, MISSOURI

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

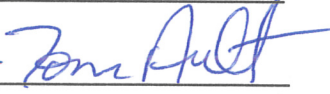
Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: Mike Malasek - 

Title: President

Attest: Tom Ault - 
Service Manager

APPENDIX A

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 any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

The 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.

D. *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.

E. *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.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement 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.

H. *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.

I. *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.

J. *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.

K. *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.

L. *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.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

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.

O. *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.

P. *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.

Q. *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.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No:

Funding Amount:

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title:

Contractor/Consultant (including subs):

Division and Staff Project Manager:

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Staff Signatures

Partner Signatures

Public Works Director:
Greg Rokos

City Manager:
Alexa Barton

Project Manager:

Company Principal (if different):

Signature:

Signature:

Signature:

Signature:

Date:

Date:

Date:

Date:

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and contractors/consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor/Consultant: _____ Date: _____

What type of activities was this Contractor/Consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Contractor and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

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

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

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

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

Location:	Description of Operations:

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

Date Issued: _____

Authorized Representative

ATTACHMENT 5

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 Mike Malasek, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

Mike Malasek / FTC Equipment, LLC

Company:

FTC Equipment, LLC

Address:

5238 Winner Rd., Kansas City, MO 64127

- 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.
- 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.

Company Name

Mike Malasek

Signature

Name: Mike Malasek

Title: President

Subscribed and sworn to before me this 12th day of February, 2021.

STATE OF Missouri COUNTY OF Jackson

Notary Public: *Angela Sue Schlitz*

My Commission Expires: 4/21/24

Angela Sue Schlitz
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cass County
My Commission Expires: 04/21/2024
ID. #16393259

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.

SECTION VIII

L

R2021-47

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR WATER, WASTEWATER, STORMWATER SERVICES, AND OTHER CITY ASSETS BETWEEN THE CITY OF BELTON AND INFRASTRUCTURE SOLUTIONS, LLC FOR A TERM OF FIVE (5) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED TEN (10) YEARS.

WHEREAS, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process; and

WHEREAS, the City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath. **This resolution is for the approval of Infrastructure Solutions, LLC; and**

WHEREAS, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and Infrastructure Solutions, LLC is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, stormwater, and other City assets.

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

SECTION 1. That this resolution authorizing and approving the On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and Infrastructure Solutions, LLC, attached as **Exhibit A**, for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years is hereby approved for purposes described above.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works

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 City has had an On-Call Professional Services Agreement for Water, Wastewater, and Stormwater Services since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process. The City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff was unable to negotiate a reasonable price with Wiedenmann. Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution authorizing and approving the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and Infrastructure Solutions, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets



**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

On-Call Water, Wastewater, Stormwater, and Other City Assets

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this May 26th, 2021 between Infrastructure Solutions, LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 9801 Renner Blvd, Lenexa, KS hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

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

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** 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. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services 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 begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provisions herein set. 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:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional 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. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. 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 4** or its equivalent.
- C. 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.

- D. Regardless of any approval by City, it is the responsibility of Professional 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 Professional's failure to maintain the required insurance in effect, City may order Professional 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.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative 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 services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

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 Subcontractors and their employees and be responsible for the work performed by Subcontractors 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 Subcontractors 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 Subcontractors 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.

ARTICLE VII 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 mail, certified mail, 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 delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

ARTICLE VIII 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 IX WARRANTY

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 **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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.

ARTICLE XI ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF BELTON, MISSOURI

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

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By:  _____ Jason Conklin

Title: Director of Operations

Attest:  _____ Heather Smith

APPENDIX A

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 any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

The 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.

D. *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.

E. *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.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1.**

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement 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.

H. *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.

I. *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.

J. *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.

K. *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.

L. *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.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

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.

O. *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.

P. *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.

Q. *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.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No:

Funding Amount:

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title:

Contractor/Consultant (including subs):

Division and Staff Project Manager:

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Staff Signatures

Partner Signatures

Public Works Director:
Greg Rokos

City Manager:
Alexa Barton

Project Manager:

Company Principal (if different):

Signature:

Signature:

Signature:

Signature:

Date:

Date:

Date:

Date:

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and contractors/consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor/Consultant: _____ Date: _____

What type of activities was this Contractor/Consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Contractor and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

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

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

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

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

Location:	Description of Operations:
-----------	----------------------------

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

Date Issued: _____

Authorized Representative

ATTACHMENT 5

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 Jason Conklin, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

Company: Infrastructure Solutions, LLC

Address: 9801 Renner Blvd., Lenexa, KS 66219

- 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.
- 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.

Company Name Infrastructure Solutions, LLC

Signature

Name: Jason Conklin

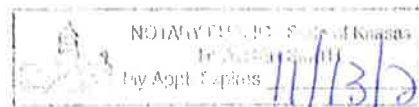
Title: Director of Operations

Subscribed and sworn to before me this 15th day of February, 2021

STATE OF KS COUNTY OF Johnson

Notary Public: [Signature]

My Commission Expires: 11/13/2024



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

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

SECTION VIII

M

R2021-48

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR WATER, WASTEWATER, STORMWATER SERVICES, AND OTHER CITY ASSETS BETWEEN THE CITY OF BELTON AND JCI INDUSTRIES, LLC FOR A TERM OF FIVE (5) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED TEN (10) YEARS.

WHEREAS, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process; and

WHEREAS, the City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath. **This resolution is for the approval of JCI Industries, Inc;** and

WHEREAS, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and JCI is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, stormwater, and other City assets.

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

SECTION 1. That this resolution authorizing and approving the On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and JCI Industries, LLC, attached as **Exhibit A**, for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years is hereby approved for purposes described above.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works

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 City has had an On-Call Professional Services Agreement for Water, Wastewater, and Stormwater Services since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process. The City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff was unable to negotiate a reasonable price with Wiedenmann. Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution authorizing and approving the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and JCI Industries, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets



EXHIBIT A

**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

On-Call Water, Wastewater, Stormwater, and Other City Assets

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between JCI Industries, Inc., an entity organized and existing under the laws of the State of MO, with its principal office located at 1161 SE HAMPTON, LS, 64081, 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 and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** 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. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services 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 begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provisions herein set. 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:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional 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. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. 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 4** or its equivalent.
- C. 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.

- D. Regardless of any approval by City, it is the responsibility of Professional 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 Professional's failure to maintain the required insurance in effect, City may order Professional 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.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative 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 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 services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

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 Subcontractors and their employees and be responsible for the work performed by Subcontractors 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 Subcontractors 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 Subcontractors 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.

ARTICLE VII 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 mail, certified mail, 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 delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

ARTICLE VIII 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 IX WARRANTY

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 **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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.

**ARTICLE XI
ENTIRE AGREEMENT**

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

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

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

SEAL)

THE CITY OF BELTON, MISSOURI

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

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: DIRK BENNETT, PE

Title: EXEC VP

Attest: Michele Odum
Michele Odum

APPENDIX A

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 any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

The 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.

D. *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.

E. *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.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1.**

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement 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.

H. *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.

I. *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.

J. *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.

K. *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.

L. *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.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

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.

O. *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.

P. *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.

Q. *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.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No:

Funding Amount:

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title:

Contractor/Consultant (including subs):

Division and Staff Project Manager:

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Staff Signatures

Partner Signatures

Public Works Director:
Greg Rokos

City Manager:
Alexa Barton

Project Manager:

Company Principal (if different):

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Date: _____

Date: _____

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and contractors/consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor/Consultant: _____ Date: _____

What type of activities was this Contractor/Consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Contractor and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

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

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

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

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

Date Issued: _____

Authorized Representative

ATTACHMENT 5

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 Dirk Bennett, who, being duly sworn, states on his oath or affirmation as follows:


Name/Contractor:

Company: JCI Industries, Inc.

Address: 1161 SE Hamblen Road, Lee's Summit, MO 64081

- 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.
- 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.

JCI Industries, Inc.


Signature

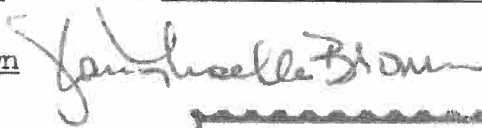
Name: Dirk Bennett

Title: Executive Vice President - Operations

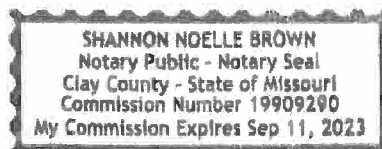
Subscribed and sworn to before me this 19 day of February, 2021

STATE OF Missouri COUNTY OF Jackson

Notary Public: Shannon Noelle Brown



My Commission Expires: 09/11/2023



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

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

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the JCI Industries Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 216776

Approved by:

Employer JCI Industries Inc	
Name (Please Type or Print) Robert L Toth	Title
Signature Electronically Signed	Date 05/28/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/28/2009

SECTION VIII

N

R2021-49

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR WATER, WASTEWATER, STORMWATER SERVICES, AND OTHER CITY ASSETS BETWEEN THE CITY OF BELTON AND LEATH & SONS, INC. FOR A TERM OF FIVE (5) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED TEN (10) YEARS.

WHEREAS, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process; and

WHEREAS, the City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services, and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath. **This resolution is for the approval of Leath & Sons, Inc.;** and

WHEREAS, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and Leath & Sons, Inc. is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, stormwater, and other City assets.

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

SECTION 1. That this resolution authorizing and approving the On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and Leath & Sons, Inc., attached as **Exhibit A**, for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years is hereby approved for purposes described above.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 2021

DIVISION: Public Works

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 City has had an On-Call Professional Services Agreement for Water, Wastewater, and Stormwater Services since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond without having to go through an extended bidding process. The City advertised a Request for Proposals for On-Call Water, Wastewater, Stormwater Services and Other City Assets on February 4, 2021 and received proposals from six (6) companies – Breit Construction, LLC (Breit); FTC Equipment, LLC (FTC); Infrastructure Solutions, LLC (Infrastructure); JCI Industries, Inc. (JCI); Leath & Sons, Inc. (Leath); and Wiedenmann, Inc. (Wiedenmann). Staff was unable to negotiate a reasonable price with Wiedenmann. Staff recommends approving On-Call Professional Services Contracts for Water, Wastewater, Stormwater Services, and Other City Assets for Breit, FTC, Infrastructure, JCI, and Leath.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution authorizing and approving the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets between the City of Belton and Leath & Sons, Inc. for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets



**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

On-Call Water, Wastewater, Stormwater, and Other City Assets

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between Leath & Sons, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 9301 E 63rd St Raytown, MO 64133, 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 and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** 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. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services 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 begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provisions herein set. 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:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional 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. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. 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 4** or its equivalent.
- C. 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.

- D. Regardless of any approval by City, it is the responsibility of Professional 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 Professional's failure to maintain the required insurance in effect, City may order Professional 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.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative 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 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 services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

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 Subcontractors and their employees and be responsible for the work performed by Subcontractors 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 Subcontractors 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 Subcontractors 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.

ARTICLE VII 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 mail, certified mail, 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 delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

ARTICLE VIII 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 IX WARRANTY

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 **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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.

**ARTICLE XI
ENTIRE AGREEMENT**

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

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

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

SEAL)

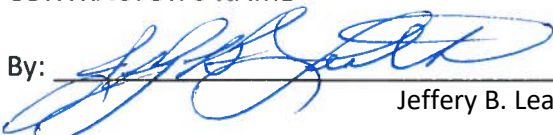
THE CITY OF BELTON, MISSOURI


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

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By:  _____
Jeffery B. Leath
Title: President

Attest:  _____
Jennifer Riordan, Office Manager

APPENDIX A

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 any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

The 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.

D. *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.

E. *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.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement 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.

H. *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.

I. *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.

J. *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.

K. *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.

L. *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.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

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.

O. *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.

P. *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.

Q. *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.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No:

Funding Amount:

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title:

Contractor/Consultant (including subs):

Division and Staff Project Manager:

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Staff Signatures

Partner Signatures

Public Works Director:
Greg Rokos

City Manager:
Alexa Barton

Project Manager:

Company Principal (if different):

Signature:

Signature:

Signature:

Signature:

Date:

Date:

Date:

Date:

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and contractors/consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor/Consultant: _____ Date: _____

What type of activities was this Contractor/Consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Contractor and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability			Bodily Injury	\$	\$
	Property Damage			\$	\$	
	Bodily Injury Property Damage Combined			\$	\$	
	Applies to Products/Completed Operations Hazard			\$		
	(Personal Injury)					
	Auto Liability			Bodily Injury (Each Person)	\$	
	Bodily Injury (Each Occurrence)			\$		
	Property Damage			\$		
	Bodily Injury and Property Damage Combined			\$		
	Excess Liability			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability			Statutory		
				\$	(Each Accident)	
	Other					

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

Location:	Description of Operations:

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

Date Issued: _____

Authorized Representative

ATTACHMENT 5

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 Jeffery B Leath, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:
Jeffery B Leath/Leath & Sons, Inc.

Company: Leath & Sons, Inc.

Address: 9301 E 63rd St Raytown, MO 64133

- 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.
- 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.

Company Name: Leath & Sons, Inc.

Signature _____

Name: Jeffery B Leath

Title: President

Subscribed and sworn to before me this 15 day of February, 2021.

STATE OF Missouri COUNTY OF Jackson

Notary Public: _____

My Commission Expires: 11/26/2022



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

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



Company ID Number: 570281

**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 Leath & Sons, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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 with the FAR E-Verify clause") 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



Company ID Number: 570281

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 Leath & Sons, Inc.	
Rebecca Leath	
Name (Please Type or Print)	Title
Electronically Signed	06/15/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/15/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Leath & Sons, Inc.
Company Facility Address:	9301 E 63rd St
	Raytown, MO 64133
Company Alternate Address:	
County or Parish:	JACKSON
Employer Identification Number:	431111619

SECTION VIII

O

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY STORMWATER REPAIRS LOCATED AT CROSSINGS ON APPLE VALLEY PARKWAY IN APPLE VALLEY SUBDIVISION AND RATIFYING TASK AGREEMENT 2021-2 IN THE AMOUNT OF \$156,658.04, AS ALLOCATED IN THE FY22 BUDGET.

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

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

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work is being completed with Task Agreement 2021-2 at a total cost of \$156,658.04; and

WHEREAS, the City Council believes that Task Agreement 2021-2 with Breit Construction, LLC accurately reflects the stormwater repairs performed at crossings on Apple Valley Parkway in Apple Valley subdivision on an emergency basis in the amount of \$156,658.04.

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

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

SECTION 2. That Task Agreement 2021-2, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$156,658.04 is hereby authorized and ratified.

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

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

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 8, 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 streets in Apple Valley subdivision are collapsing from stormwater metal pipe beneath the street rusting and failing. The pipes that needed to be replaced are at crossings on Apple Valley Parkway. The City Manager, in conference with the Public Works Director and Stormwater Foreman, subsequently determined that emergency improvements were necessary and authorized immediate commencement of the work to resolve the emergency issue.

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 \$156,658.04.

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC
Amount of Request/Contract: \$	156,658.04
Funding Source:	225-0000-495-7300

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement 2021-2 in the amount of \$156,658.04.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Task Agreement 2021-2 and Scope of Work



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

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

Ordinance or Resolution:	Task Agreement No: 2021-2	Funding Amount: \$156,658.04 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	---------------------------	---

Project Title: Emergency Apple Valley Parkway Crossings Stormwater Repairs

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Greg Rokos, Public Works Director; Haden Mattke, Engineer 1
---	--

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

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

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

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos 	City Manager: Alexa Barton Signature: _____ Date: _____	Project Manager: Signature: _____ Date: _____	Company Principal (if different):  Signature: _____ Date: 5/27/2021

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20____.

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

SECTION IX

B

BILL NO. 2021-29

ORDINANCE NO.

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2022 ADOPTED CITY BUDGET.

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

WHEREAS, subsequent to the adoption of the Fiscal Year 2022 City Budget, anticipated cash carry over amounts are now known; and

WHEREAS, amounts that were approved in the Fiscal Year 2021 City Budget that were not spent and need to be reappropriated in the Fiscal Year 2022 City Budget are now known;

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

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

INCREASE the balance by \$ 1,866,998 (whole dollars) of Revenue line item, # 010-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 230,483 (whole dollars) of Revenue line item, # 010-0000-391-4012 , named Transfers from Public Safety Sales Tax.

INCREASE the balance by \$ 3,000 (whole dollars) of Expense line item, # 010-2000-400-3025 , named Public Works – Engineering .

INCREASE the balance by \$ 13,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Annex Roof.

INCREASE the balance by \$ 12,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Annex HVAC.

INCREASE the balance by \$ 700,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Munis EnerGov Software.

INCREASE the balance by \$ 155,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Concrete Driveway & Curbs Station 1.

INCREASE the balance by \$ 15,208 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Fire Prevention Vehicle.

INCREASE the balance by \$ 22,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Communication Center HVAC System.

INCREASE the balance by \$ 10,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Computer Equipment.

INCREASE the balance by \$ 37,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Body Worn Cameras.

INCREASE the balance by \$ 50,000 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Special Operations Personnel Van.

INCREASE the balance by \$ 48,500 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Patrol Cars.

INCREASE the balance by \$ 13,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Replacement Shower Inserts.

INCREASE the balance by \$ 48,000 (whole dollars) of Expense line item, # 010-1000-400-8525 , named Legislative – Transfer to Street Fund.

INCREASE the balance by \$ 280,000 (whole dollars) of Expense line item, # 010-1000-400-8562 , named Legislative – Transfer to Water Fund.

INCREASE the balance by \$ 690,773 (whole dollars) of Expense line item, # 010-1000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 2. In the Public Safety Sales Tax Fund, # 012 ...

INCREASE the balance by \$ 1,333,861 (whole dollars) of Revenue line item, # 012-0000-367-9000 , named Cash Carryover (Fire - \$ 84,983 & Police - \$ 1,248,878).

INCREASE the balance by \$ 84,983 (whole dollars) of Expense line item, # 012-3600-400-8510 , named Fire – Transfers to General Fund.

INCREASE the balance by \$ 145,500 (whole dollars) of Expense line item, # 012-3800-400-8510 , named Police – Transfers to General Fund.

INCREASE the balance by \$ 1,103,378 (whole dollars) of Expense line item, # 012-3800-400-9000 , named Police - Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 3. In the General Capital Fund, # 014...

INCREASE the balance by \$ 1,253,292 (whole dollars) of Revenue line item, # 014-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 1,250,000 (whole dollars) of Expense line item, # 014-0000-400-8542 , named Transfer to Fund 442 Major City Construction for the Peculiar Drive & Outer Road project 5415.

INCREASE the balance by \$ 3,292 (whole dollars) of Expense line item, # 014-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 4. In the Park Fund, # 220...

INCREASE the balance by \$ 104,683 (whole dollars) of Revenue line item, # 220-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 51,900 (whole dollars) of Expense line item, # 220-3040-495-7500 , named Park Maintenance – Capital Outlay – Vehicles – Ford F-250, salt spreader and blade .

INCREASE the balance by \$ 52,783 (whole dollars) of Expense line item, # 220-0000-400-9000 , named Park Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 5. In the Street Impact Fee Fund, # 223...

INCREASE the balance by \$ 103,282 (whole dollars) of Revenue line item, # 223-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 103,282 (whole dollars) of Expense line item, # 223-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 6. In the Hotel/Motel Tax Fund, # 224...

INCREASE the balance by \$ 15,269 (whole dollars) of Revenue line item, # 224-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 15,269 (whole dollars) of Expense line item, # 224-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 7. In the Street Fund, # 225 ...

INCREASE the balance by \$ 1,241,505 (whole dollars) of Revenue line item, # 225-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 48,000 (whole dollars) of Revenue line item, # 225-0000-395-1000 , named Transfer from General Fund .

INCREASE the balance by \$ 159,863 (whole dollars) of Expense line item, # 225-0000-495-7200 , named Capital Outlay – Building - Building .

DECREASE the balance by \$ 209,227 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Street Preservation Program .

INCREASE the balance by \$ 600,000 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – N. Scott .

INCREASE the balance by \$ 459,086 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Storm Water Preservation Program .

INCREASE the balance by \$ 6,863 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Regulatory Street Signs .

INCREASE the balance by \$ 43,460 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Ford F350 Truck .

INCREASE the balance by \$ 43,460 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Ford F350 Truck .

INCREASE the balance by \$ 71,000 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Dump Truck Replacement .

INCREASE the balance by \$ 9,200 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Snow Plow .

INCREASE the balance by \$ 11,200 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Salt Spreader .

INCREASE the balance by \$ 27,800 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Truck Replacement.

INCREASE the balance by \$ 10,300 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Dakota Service Body for Truck Replacement.

INCREASE the balance by \$ 9,200 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles– Snow Plow for Truck Replacement.

INCREASE the balance by \$ 27,800 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Truck Replacement.

INCREASE the balance by \$ 10,300 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Dakota Service Body for Truck Replacement.

INCREASE the balance by \$ 9,200 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles– Snow Plow for Truck Replacement.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 8. In the Markey Parkway Regional Detention Fund, # 226 ...

DECREASE the balance by \$ 608 (whole dollars) of Revenue line item, # 226-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 608 (whole dollars) of Expense line item, # 226-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 9. In the Capital Improvement Sales Tax Fund, # 227 ...

INCREASE the balance by \$ 793,826 (whole dollars) of Revenue line item, # 227-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 793,826 (whole dollars) of Expense line item, # 227-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 10. In the Park Sales Tax Fund, # 229 ...

INCREASE the balance by \$ 103,239 (whole dollars) of Revenue line item, # 229-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 103,239 (whole dollars) of Expense line item, # 229-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 11. In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$ 21 (whole dollars) of Revenue line item, # 231-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 21 (whole dollars) of Expense line item, # 231-0000-400-4023 , named Community Supplies .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 12. In the Drug Seizure Fund, # 232 ...

INCREASE the balance by \$ 79 (whole dollars) of Revenue line item, # 232-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 79 (whole dollars) of Expense line item, # 232-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 13. In the DWI Recovery Fund, # 233 ...

INCREASE the balance by \$ 379 (whole dollars) of Revenue line item, # 233-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 379 (whole dollars) of Expense line item, # 233-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 14. In the Special Training Fund, # 234 ...

DECREASE the balance by \$ 378 (whole dollars) of Revenue line item, # 234-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 378 (whole dollars) of Expense line item, # 234-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 15. In the Debt Service Fund, # 334...

INCREASE the balance by \$ 1,181,091 (whole dollars) of Revenue line item, # 334-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 1,181,091 (whole dollars) of Expense line item, # 334-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 16. In the Major City Construction Fund, # 442...

DECREASE the balance by \$ 1,054,511 (whole dollars) of Revenue line item, # 442-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 1,250,000 (whole dollars) of Revenue line item, # 442-0000-391-2214 , named Transfer from General Capital.

INCREASE the balance by \$ 195,489 (whole dollars) of Expense line item, # 442-5415-495-7112 , named Peculiar Drive & Outer Rd – Engineering & Design.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 17. In the Street Capital Projects Fund, # 445...

INCREASE the balance by \$ 187,457 (whole dollars) of Revenue line item, # 445-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 187,457 (whole dollars) of Expense line item, # 445-5318-495-7117 , named 2019 Street Bond Base Repair & Overlay - Construction.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 18. In the Storm Water Projects Fund, # 451...

INCREASE the balance by \$ 43,505 (whole dollars) of Revenue line item, # 451-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 43,505 (whole dollars) of Expense line item, # 451-5619-495-7112 , named Hargis Lake - Engineering.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 19. In the Sewer Impact Fee Fund, # 460 ...

INCREASE the balance by \$ 35,465 (whole dollars) of Revenue line item, # 460-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 35,465 (whole dollars) of Expense line item, # 460-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 20. In the Water Impact Fee Fund, # 462 ...

DECREASE the balance by \$ 175,851 (whole dollars) of Revenue line item, # 462-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 175,851 (whole dollars) of Expense line item, # 462-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 21. In the Wastewater Fund, # 660 ...

INCREASE the balance by \$ 912,865 (whole dollars) of Revenue line item, # 660-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 660-0000-495-7200 , named Capital Outlay – Building – Building .

INCREASE the balance by \$ 156,598 (whole dollars) of Expense line item, # 660-0000-495-7300 , named Capital Outlay – Improvements – Public I & I .

INCREASE the balance by \$ 121,200 (whole dollars) of Expense line item, # 660-0000-495-7400 , named Capital Outlay – Equipment – Water Meter Register Replacement .

INCREASE the balance by \$ 485,067 (whole dollars) of Expense line item, # 660-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

SECTION 22. In the Solid Waste Disposal Fund, # 661 ...

INCREASE the balance by \$ 194,058 (whole dollars) of Revenue line item, # 661-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 194,058 (whole dollars) of Expense line item, # 661-0000-400-3020 , named Contractual .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 23. In the Water Fund, # 662 ...

INCREASE the balance by \$ 1,078,533 (whole dollars) of Revenue line item, # 662-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 662-0000-495-7200 , named Capital Outlay – Building – Building.

INCREASE the balance by \$ 280,793 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Water Line Replacement.

INCREASE the balance by \$ 50,000 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Water Master Plan.

INCREASE the balance by \$ 597,740 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 24. In the Golf Fund, # 665 ...

INCREASE the balance by \$ 196,373 (whole dollars) of Revenue line item, # 665-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 124,210 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Fairway Mowers.

INCREASE the balance by \$ 70,000 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Golf Course Netting.

INCREASE the balance by \$ 2,163 (whole dollars) of Expense line item, # 665-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 25. In the Belton Town Centre TIF Fund, # 222 ...

INCREASE the balance by \$ 726,710 (whole dollars) of Revenue line item, # 222-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 726,710 (whole dollars) of Expense line item, # 222-5040-400-3020 , named Contractual.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 26. That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: May 25, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

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

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

SECTION IX

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~~2021, 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--~~\$1.15~~381.2438 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--~~\$1.15~~381.2438 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 Norman K Larkey, Sr

Approved this ____ day of _____, 2021.

Mayor Norman K Larkey, Sr

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

SECTION IX

E

BILL NO. 2021-32

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 11 – HEALTH AND SANITATION, ARTICLE IV – SOLID WASTE, SECTION 11-106(b)(9) OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO UPDATE THE HARDSHIP EXCEPTION.

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

Section 1. Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(b)(9) Collection. Residential. is amended to read as follows:

The authorized agent may grant an exception to the curbside placement requirement in this section in the case of hardship and physical limitations of the resident. If the authorized agent grants an exception, the resident shall place all approved solid waste, recyclable materials, and yard waste at the front of the main structure **or at such other location and at such other time** as set out in the written exception **approved and executed by the authorized agent.**

Section 2. This Ordinance shall take effect and be in full force after fully approved by City Council.

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: June 8, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ____ day of ____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

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

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

SECTION IX

F

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE NO. 2021-4621, EXHIBIT C ARTICLES OF AGREEMENT AND AUTHORIZING CERTAIN ACTIONS.

WHEREAS, March 30, 2021, the City Council adopted Ordinance No. 2021-4621, which made certain findings and determinations in accordance with Chapter 353 of the Revised Statutes of Missouri, approved the Old Town Belton Redevelopment Plan, the Old Town Belton Redevelopment Plan Policy, and the Articles of Agreement of the Old Town Belton Redevelopment Corporation, and authorized certain actions be taken to implement the intent of the Ordinance; and

WHEREAS, it is necessary to amend Section 4 of Ordinance No. 2021-4621, Exhibit C of the same to set forth a new member of the Board of Directors of the Old Town Belton Redevelopment Corporation.

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

- Section 1.** That Section 4 of Ordinance No. 20201-4621 and the attached and incorporated Exhibit C of Ordinance No. 2021-4621 are hereby amended to read as set forth in the attached **Exhibit A** incorporated as if fully set forth herein.
- Section 2.** That the Articles of Agreement of the Old Town Belton Redevelopment Corporation attached hereto as **Exhibit A** are hereby approved and adopted as the Articles of Agreement of the Old Town Belton Redevelopment Corporation.
- Section 3.** That all other provisions, findings, determination, exhibits, terms, and approvals of Ordinance No. 2021-4521 remain unchanged and are hereby ratified.
- Section 4.** This ordinance is effective upon its passage and approval.
- Section 5.** All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: June 8, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ____ day of _____, 2021.

Mayor Norman K. Larkey Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the 8th day of June, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

Exhibit A

Articles of Agreement

[see attached]

ARTICLES OF AGREEMENT
OF
OLD TOWN BELTON REDEVELOPMENT CORPORATION

The undersigned natural person of the age of eighteen (18) years or more, for the purpose of forming a corporation under "The Urban Redevelopment Corporation Law", hereby adopts the following Articles of Agreement:

ARTICLE I

The name of the corporation is: OLD TOWN BELTON REDEVELOPMENT CORPORATION.

ARTICLE II

The address of the initial registered office of the corporation in the state of Missouri is: 400 SW Longview Boulevard, Suite 210, Lee's Summit, Missouri 64081, and the name of its initial registered agent at such address is: Padraic William Corcoran.

ARTICLE III

The class, aggregate number, and par value, if any, of shares which the corporation shall have authority to issue shall be:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common Capital Stock	30,000	\$1.00

In the event that income debenture certificates are issued by the corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them.

ARTICLE IV

The name and business address of the subscriber to these articles is:

Padraic William Corcoran
Williams & Campo, P.C.
400 SW Longview Boulevard, Suite 210
Lee's Summit, Missouri 64081

ARTICLE V

The number of Directors to constitute the first Board of Directors is five (5). Thereafter the number of Directors shall be fixed by, or in the manner provided in, the By-Laws of the corporation. Any changes in the number of Directors shall be reported to the Secretary of State of Missouri within thirty (30) days of such change. The names and addresses of the members of the first Board of Directors for the first year are as follows:

1. Diane Huckshorn
2. Alexa Barton
3. Lorrie Peek
4. Tim Savage
5. Fred Yonker

ARTICLE VI

In all elections of Directors of the corporation, each holder of stock shall be entitled to as many votes as shall equal the number of votes which such holder would be entitled to cast for the election of Directors with respect to such holder's shares of stock multiplied by the number of Directors to be elected. The holder of stock may cast all of such votes for a single Director or may distribute them among any two or more Directors as the Stockholder sees fit.

ARTICLE VII

The City in which the corporation shall locate its principal business office is Belton, Missouri.

ARTICLE VIII

The duration of the corporation shall be ninety-nine (99) years following the filing of these Articles.

ARTICLE IX

The corporation is formed for the following lawful purposes:

To acquire, construct, maintain and operate a redevelopment project or development projects in accordance with the provisions of the Urban Redevelopment Corporation Law;

For the clearance, replanning, reconstruction or rehabilitation of blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto;

To have a corporate seal which may be altered at pleasure and to use the same by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced;

To purchase, take, condemn, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in, sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of any real or personal property, or any interest therein, or other assets, wherever situated; and to hold for any period of time real estate acquired in payment of a debt, by foreclosure or otherwise, or real estate exchanged therefor;

To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof;

To make contracts and guarantees, including but not limited to guarantees of the capital stock, bonds, other securities, evidences of indebtedness and other debts and obligations issued by any other corporation of this or any other state, or issued by any state or any political subdivision thereof; to incur liabilities; to borrow money at such rates of interest as the corporation may determine without regard to the restrictions of any usury law of this state; to issue its notes, bonds and other obligations; to issue notes or bonds, secured or unsecured, which by their terms are convertible into shares of stock of any class, upon such terms and conditions and at such rates or prices as may be provided in such notes or bonds and the indenture or mortgage under which they are issued; and to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property, franchises and income;

To invest its surplus funds from time to time and to lend money and to take and hold real and personal property as security for the payment of funds so invested or loaned;

To conduct its business, carry on its operations and have offices within and without this state, and to exercise in any other state, territory, district or possession of the United States, or in any foreign country, the powers granted by these Articles;

To elect or appoint Directors, officers and agents of the corporation, define their duties and fix their compensation, and to indemnify Directors, officers and employees to the extent and in the manner permitted by law;

To make and alter By-Laws, not inconsistent with these Articles of Agreement or with the laws of this State, for the administration and regulation of the affairs of the corporation, and to adopt emergency By-Laws and exercise emergency powers as permitted by law;

To pay pensions and to establish and carry out pension, profit sharing, stock option, stock purchase, stock bonus, retirement benefits and other incentive and compensation plans and trusts for any or all of its Directors, officers and employees;

To provide insurance for its benefit on the life of any of its Directors, officers or employees, or on the life of any Shareholder for the purpose of acquiring at his or her death shares of this corporation's stock owned by such Shareholder;

To cease its corporate activities and surrender its corporate franchise;

To sue and be sued, complain and defend in any court of law or equity;

To be a general or limited partner;

To have and exercise all powers necessary or convenient to affect any or all of the purposes for which the corporation is formed;

To make contributions to any corporation organized for civic, charitable, benevolent, scientific or educational purposes, or to any incorporated or unincorporated association, community chest or community fund not operated or used for profit to its members, but operated for the purposes of raising funds for and distributing funds to other civic, charitable, benevolent, scientific or educational organizations or agencies; and

In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto, and to carry on, transact and engage in any and every lawful business or other lawful thing calculated to be of gain, profit or benefit to the corporation as fully and freely as a natural person might do, to the extent and in the manner, anywhere within and without the state of Missouri, as it may from time to time determine, and to have and exercise each and all of the powers and privileges, either direct or incidental, which are given and provided by or are available under the laws of the state of Missouri in respect of business corporations organized for profit thereunder; provided, however, that the corporation shall not engage in any activity for which a corporation may not be formed under the laws of the state of Missouri.

It is the intention that each of the purposes specified in each of the paragraphs of this Article IX shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms of any other paragraph, but that the purposes specified in each of the paragraphs of this Article IX shall be regarded as independent objects, purposes and powers. The enumeration of the specific purposes of this Article IX shall not be construed to restrict in any manner the general objects and purposes of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes herein shall not be deemed to exclude or in any way limit by inference any objects and purposes which this corporation has power to exercise, whether expressly or by force of the laws of the state of Missouri, now or hereafter in effect, or implied by any reasonable construction of such laws.

ARTICLE X

Except as otherwise specifically precluded by statute, these Articles of Agreement, or the By-Laws of the corporation, as the same may be adopted or amended from time to time by the Board of Directors or the Shareholders, all powers of management and direct control of the corporation shall be, and hereby are, vested in the Board of Directors.

In addition, the Board of Directors shall have power to make, and from time to time repeal, amend and alter the By-Laws of the corporation; provided, however, that the paramount power to repeal, amend and alter the By-Laws shall always be vested in the Shareholders, which power may be exercised at any annual or special meeting of the Shareholders, by a vote of a majority of the stock issued and outstanding and entitled to vote thereat; provided, however, that the Directors shall thereafter have the power to suspend, repeal, amend or otherwise alter the By-Laws or any portion thereof so enacted by the Shareholders, unless the Shareholders, in enacting such By-Laws or portion thereof, shall otherwise provide.

ARTICLE XI

No contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any of the Shareholders, Directors or officers of this corporation are interested in or are members, Shareholders, Directors or officers of such other firm or corporation; and any Shareholder, Director or officer of this corporation may, directly or indirectly, be a proprietor, partner, beneficiary of a trust or a party to any contract or transaction of this corporation or in which this corporation is interested, and no such contract, transaction or act of this corporation shall be invalidated or otherwise affected thereby; and each and every person who may become a Shareholder, Director or officer of this corporation is hereby relieved from any liability that might otherwise arise from his contracting with this corporation for the benefit of himself or any person, firm, association or corporation in which he may be in any way interested.

ARTICLE XII

The corporation in its By-Laws may agree to the terms and conditions upon which any Director or officer accepts his or her office or position and may, to the fullest extent permitted by law, as the same may be amended and supplemented, agree to indemnify or advance expenses to any and all persons whom it shall have the power to indemnify or advance expenses under said law for any and all of the expenses, liabilities or other matters referred to in or covered by said law; however, any agreement providing for indemnification or advancement of expenses in the By-Laws shall not be deemed exclusive of any other right or rights to which those so entitled to receive indemnification or advancement of expenses may otherwise possess. Nothing in the preceding sentence shall be deemed to limit the corporation's power to provide indemnification or advancement of expenses in any other manner to the fullest extent permitted by The Urban Redevelopment Corporation Law or by the Missouri General and Business Corporation Law, as the same may be amended and supplemented. The corporation is specifically authorized to provide in its By-Laws or in any other manner the "further indemnity" permitted by Section 351.355(7) of The General and Business Corporation Law of Missouri.

ARTICLE XIII

The corporation reserves the right to alter, amend or repeal any provision contained in these Articles of Agreement in the manner now or hereafter prescribed by the laws of the State of Missouri, and all rights and powers conferred herein are granted subject to this reservation; and, in particular, the corporation reserves the right and privilege to amend its Articles of Agreement from time to time so as to authorize other or additional classes of shares of stock, to increase or decrease the number of shares of stock of any class now or hereafter authorized and to vary the preferences, qualifications, limitations, restrictions and the special or relative rights or other characteristics in respect of the shares of each class, in the manner and upon such minimum vote of the stockholders entitled to vote thereon as may at the time be prescribed or be permitted by the laws of the State of Missouri, or such larger vote as may then be required by the Articles of Agreement of the corporation.

ARTICLE XIV

The corporation has been organized to serve a public purpose; that all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, and that the stockholders of the corporation shall when they subscribe to and receive the stock thereof, agree that the net earnings of the corporation shall be limited to an amount not to exceed eight percent per annum of the cost to such corporation of the redevelopment project including the cost of the land, or the balances of such cost as reduced by amortization payments; provided, that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- (a) All costs and expenses of maintenance and operation;
- (b) Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- (c) An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty years from the date of completion of the project.

The development plan may contain provisions satisfactory to the legislative authority authorizing such plan that any surplus earnings in excess of the rate of net earnings provided in this chapter may be held by the corporation as a reserve for maintenance of such rate of return in the future and may be used by the corporation to offset any deficiency in such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payments; or for the enlargement of the project; or for reduction in rentals therein; provided, that any excess of such surplus earnings remaining at the termination of the tax relief granted pursuant to section 353.110 shall be turned over by the corporation to the City of Belton, Missouri, or such other governmental entity for disbursement according to law.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of June, 2021.

Padraic William Corcoran
Subscriber

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of June, 2021, personally appeared before me Padraic William Corcoran, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as subscriber, that the statements contained therein are true, and duly acknowledged the execution of the same.

Notary Public

My commission expires:

SECTION IX

G

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

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

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

WHEREAS, the City of Belton received notification that the MARC Board of Directors has renewed the annual grant to continue supporting and enhance the services at the Belton Senior Center including community center services, site transportation, limited home delivered meal services, and evidence-based programs at the Rural Gold Level in the amount of twenty-eight thousand (\$28,000.00) dollars, applied toward the salary of the senior center coordinator, for the period of July 1, 2021 to June 30, 2022; and

WHEREAS, the City of Belton received notification that the MARC Board of Directors has awarded the City of Belton an additional grant of \$33,380 for the period of July 1, 2021 to June 30, 2022 for Senior Center facility improvements including, floor replacement, window replacement, and table replacement pursuant to a separate grant RFP to provide services to older adults; and

WHEREAS, continued monetary support will allow the Belton Senior Center to continue providing much needed social interaction for seniors as well as meals, educational programming and enhance the quality of life for seniors in Cass County, including Belton, Raymore and Peculiar; and

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

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

Section 1. That the Amendment to the Community Center Services Agreement Contract #19-2961001-CB from MARC notifying us of grant renewal and new grant award is herein attached and incorporated in this Ordinance as **Exhibit A**.

Section 2. In the General Fund, # 010 ...

INCREASE the balance by \$ 33,380 (whole dollars) of Expenditure line item,

010-4400-495-7300 , named Capital Outlay – Improvements - Senior Center Building Improvements .

INCREASE the balance by \$ 33,380 (whole dollars) of Revenue line item, # 010-0000-334--2501 , named MARC Senior Center Grant .

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

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

READ FOR THE FIRST TIME: June 8, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K Larkey, Sr

Approved this ___ day of _____, 2021

Mayor Norman K Larkey, Sr

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the 8th day of June, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a meeting of the City Council held on the ___ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #19-2961001-CB

This Fifth Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and City of Belton, Missouri, hereinafter referred to as "Contractor" is effective this 25th day of May, 2021.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2018 (the "Agreement"); that First Amendment, dated December 1, 2018; that Second Amendment, dated June 30, 2019; that Third Amendment, dated March 30, 2020; and that Fourth Amendment, dated July 1, 2020; and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

2. **Amendment.** Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

Time of Performance: The services of the Contractor are to commence on July 1, 2018, and shall be completed by June 30, 2022, unless this Agreement is terminated earlier by MARC.

3. **Amendment.** Paragraph 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

Compensation: Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed the amounts listed in Appendix 5, dated May 25, 2021, which shall constitute full and complete compensation for Contractor's services hereunder. To be eligible for the full value each year of the Rural Gold Level of Twenty-eight Thousand (\$28,000.00), Contractor must adhere to and comply with "Services Requested – Community Center Services," beginning on page 5, of the SFY 2019 Community Center Services RFP document. Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

4. **Amendment.** Paragraph 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

Incorporation of Appendices: Appendices 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

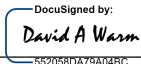
5. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

6. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

7. **Binding Effect.** All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

By: 
David A. Warm
Executive Director

Date: 5/18/2021

City of Belton, Missouri

By: _____

Printed Name: _____

Title: _____

Date: _____

Subrecipient Name: City of Belton, Missouri
Subrecipient's DUNS Number: 009487612
Service: Community Center Services - SFY 2019, SFY 2020, SFY 2021 & SFY 2022

Revised: 05/25/21

APPENDIX 5 (1 of 2)

	SFY '19-'21		SFY '22		SFY '19-'22		
	FEDERAL FUNDS	CASS COUNTY FUNDS	FEDERAL FUNDS	CASS COUNTY FUNDS	TOTAL MARC REIMBURSED COSTS	TOTAL CONTRACTOR CONTRIBUTED COSTS	TOTAL SERVICE COSTS
Direct Service Costs:							
Personnel/Fringe	\$84,000	\$10,007	\$28,000	\$2,500	\$124,507	\$77,360	\$201,867
Travel	0	0	0	0	0	\$2,000	2,000
Rent/Utilities/Telephone/Bldg Maintenance	0	0	0	0	0	\$6,107	6,107
Supplies	0	0	0	0	0	\$4,760	4,760
New Projects under Special RFP *	0	5,543	33,380	0	38,923	4,800	43,723
Insurance	0	0	0	0	0	3,960	3,960
Total Direct Service Costs	\$84,000	\$15,550	\$61,380	\$2,500	\$163,430	\$98,987	\$262,417
Indirect Costs:							
Personnel/Fringe	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	0	0	0	0	0	0	0
Rent/Utilities/Telephone	0	0	0	0	0	0	0
Supplies	0	0	0	0	0	0	0
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRANT TOTAL	\$84,000	\$15,550	\$61,380	\$2,500	\$163,430	\$98,987	\$262,417

KEY GRANT INFORMATION

Federal Awarding Agency	CFDA #
Department of Health and Human Services - Administration for Community Living	93.045
Special Programs for the Aging Title III, Part C Nutrition Services	
Department of Health and Human Services - Administration for Community Living	93.044
Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers	
For audit purposes, all voluntary contributions collected through the provision of this service will be considered federal funds.	
Name of Pass-Through Entity:	Missouri Department of Health and Senior Services
Amount of Federal Awards Obligated by This Action:	\$145,380.00
Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement:	\$145,380.00
Federal Award Identification Number (FAIN) and Amount Obligated:	
	93.044; 18AAMOT3SS; 1901MOOASS; 2001MOOASS; 21 *; 22 *: \$30,625
	93.045; 18AAMOT3CM; 1901MOOACM; 2001MOOACM; 21 *; 22 *: \$79,130
	93.045; 18AAMOT3HD; 1901MOOAH; 2001MOOAH; 21 *; 22 *: \$7,245
Federal Award Date:	FY 2018; FY 2019; FY 2020; FY 2021; FY 2022
Total Amount of Federal Award to Prime Grantee:	not yet known
Federal Award Project Description (as entered into FFATA system):	not yet known
Contact Information for Awarding Official:	not yet known
Identification if the award is Research & Development:	No
Indirect Cost Rate for the Award:	0.00%

Special Cass County Funds Disbursement for SFY 2019:

Three laptops	\$2,200
Sixty banquet chairs	1,600
Two fabric panels and two footers	780
Senior Who Paint workshops (Twice each month; \$75 each for 3 months)	450
Arts & crafts supplies	513
	\$5,543

* New Projects under the Special Congregate and Home-Delivered Meals Funding:

Flooring Replacement	Not to exceed:	\$10,800
Commercial Folding Tables	Not to exceed:	2,625
Window Replacement for Airflow Improvement	Not to exceed:	19,955
		\$33,380

Subrecipient Name: City of Belton, Missouri

Subrecipient's DUNS Number: 009487612

Service: Community Center Services - SFY 2019, SFY 2020, SFY 2021 & SFY 2022

Revised: 05/25/21

APPENDIX 5 (2 of 2)

TRANSPORTATION SERVICES					
SUBAWARD PERIOD OF PERFORMANCE	TYPE OF TRANSPORTATION	UNIT RATE	ANNUAL UNITS	AVERAGE MONTHLY UNITS	ANNUAL AMOUNT
July 1, 2018 - June 30, 2019	ST-Persons	\$6.00	2,252	188	\$13,512.00
July 1, 2019 - June 30, 2020	ST-Persons	\$6.00	2,500	208	\$15,000.00
July 1, 2020 - June 30, 2021	ST-Persons	\$6.00	0	0	\$0.00
July 1, 2021 - June 30, 2022	ST-Persons	\$6.00	2,500	208	\$15,000.00
July 1, 2018 - June 30, 2019	ST-Meals*	\$2.00	384	32	\$768.00
July 1, 2019 - June 30, 2020	ST-Meals*	\$2.00	450	38	\$900.00
July 1, 2020 - June 30, 2021	ST-Meals*	\$2.00	0	0	\$0.00
COVID-19 HDM Services	Fulfillment Delivery April 1, '20 - until program is terminated	\$1.50	na	na	na
* Estimated number of meals delivered					
Evidence-Based Disease Prevention/Health Promotion Programs					
PROGRAM	RATE		ANNUAL UNITS	ANNUAL AMOUNT	
July 1, 2018 - June 30, 2022	All Services Contained in MARC's Suite of EB Programs, as Amended		Each of these four programs reimbursed at \$100/completer and materials/completer	100	\$10,000.00

KEY GRANT INFORMATION

Federal Awarding Agency	CFDA Name	CFDA #
Department of Health and Human Services - Administration for Community Living	Special Programs for the Aging_ Title III, Part B_ Grants for Supportive Services and Senior Centers	93.044
Department of Health and Human Services - Administration for Community Living	Special Programs for the Aging_ Title III, Part C_ Nutrition Services	93.045
Department of Health and Human Services - Administration for Community Living	Special Programs for the Aging_ Title III, Part D_ Disease Prevention and Health Promotion Services	93.043
Dept. of Health and Human Services - Administration for	Social Services Block Grant	93.667
For audit purposes, all voluntary contributions collected through the provision of this service will be considered federal funds.		
Name of Pass-Through Entity:		Missouri Department of Health and Senior Services
Amount of Federal Awards Obligated by This Action:		\$34,219.16
Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement:		\$34,219.16
CFDA #, Federal Award Identification Number (FAIN) and Amount Obligated:		
93.044; 8AAMOT3SS; 19MOOASS; 2001MOOASS; 21 *; 22 *: \$11,113		
93.045; 18AAMOT3HD; 19AAMOT3HD; 20AAMOT3HD; 21AAMOT3HD: \$1,216		
93.667; 1801MOSOSR; 1901MOSOSR; 20 *: \$11,890		
93.043; 1711MOT3PH; 1811MOT3PH: \$10,000		
Federal Award Date:		FY 2018; FY 2019; FY 2020; FY 2021; FY 2022
Total Amount of Federal Award to Prime Grantee:		not yet known
Federal Award Project Description (as entered into FFATA system):		not yet known
Contact Information for Awarding Official:		not yet known
Identification if the award is Research & Development:		No
Indirect Cost Rate for the Award:		10.00%

APPENDIX 7 – E-VERIFY STATUS

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

Box A CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and _____ (Company/Individual Name) is awarded a contract for the services requested herein under **19-2961001-CB** (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Mid-America Regional Council with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **19-2961001-CB** (Contract Number) for the duration of the contract, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **19-2961001-CB** (Contract Number) for the duration of the contract, if awarded.

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

Authorized Representative's Signature

Printed Name

Title

Date

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

Signature of Notary

Date

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

APPENDIX 8

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement:

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

Exceptions:

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

Section 34.600, RSMo, defines the following terms:

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

Boycott Israel and Boycott of the State of Israel – engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel;

provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification:

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

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

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

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

BOX A – NON-COMPANY ENTITY

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

Authorized Representative’s Name (please print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

APPENDIX 9
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

APPENDIX 10
SINGLE AUDIT CERTIFICATION

(Organization's Mailing Address)

Organization's Fiscal Year:

_____ to _____

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

THEREFORE,

☐

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

☐

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

☐

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

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

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

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

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Typed or Printed Name of Authorized Representative)

(Date)

SECTION IX

H

BILL NO. 2021-35

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AMENDING SECTION 8-119 COSTS, FEES, AND SURCHARGES OF THE CODE OF ORDINANCES, CITY OF BELTON, MISSOURI.

WHEREAS, pursuant to Sections 57.955 and 488.024 of the Revised Statutes of Missouri, the City of Belton, Missouri, through the Municipal Court, collected a three dollar (\$3) surcharge on any violation of criminal or traffic laws (the “**Sheriffs’ Retirement Surcharge**”);

WHEREAS, on June 1, 2021, the Supreme Court of Missouri issued its opinion in *Daven Fowler, et al. v. Missouri Sheriffs’ Retirement System*, SC98484, which, in part, determined that the Sheriffs’ Retirement Surcharge was unconstitutional in that it was not “reasonably related to the expense of the administration of justice” when applied to proceedings in municipal courts; and

WHEREAS, to ensure compliance with article I, section 14 of the Missouri Constitution and other applicable law, the City Council desires to amend Section 8-119 of the Code of Ordinances, City of Belton, Missouri to remove the Sheriffs’ Retirement Surcharge from applicable costs, fees, and surcharges of the Municipal Court 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 8-119 of the Code of Ordinances, City of Belton, Missouri is hereby amended to read as set forth in **Exhibit A** attached hereto and incorporated as if fully set forth herein.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR THE FIRST TIME: June 8, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ____ day of _____, 2021.

Mayor Norman K. Larkey Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the 8th day of June, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

EXHIBIT A.

Sec. 8-119. Costs, fees and surcharges.

In addition to any fine that may be imposed by the municipal judge, there may be assessed the following costs in all cases. All costs collected are to be remitted to the respective state, county, or city treasuries as referenced below in each fund, on not less than a monthly basis. None of these fees shall be collected in any case where a case or defendant has been dismissed by the court or when the judge declares the defendant indigent and/or costs are waived by the judge or when costs are to be paid by the state, county or city. Additionally, as defined in RSMo 479.350(3), 479.350(4) the total of court costs and fines for municipal minor traffic violations or municipal ordinance violations shall not exceed the amount authorized by state law.

- (1) *For clerk fee.* Pursuant to RSMo 479.260, and as authorized by RSMo 488.012.3(6), a \$12.00 clerk fee shall be assessed. Funds shall be paid to the city treasury.
 - a. *For judicial education fund.* Pursuant to RSMo 479.260, the municipal judge may establish, by judicial order, a judicial education fund to provide for continuing education and certification of municipal judges, and the judicial education and training of the court administrator and clerks of the municipal division. If the fund has been established, the municipal division withholds \$1.00 from "all fees collected" on each case, and deposits it in the judicial education fund administered by the municipal division. The judicial education fund is not an additional fee, but it allows for an allocation of \$1.00 to be taken from the \$12.00 clerk fee.
 - b. *For appointed counsel fund.* Pursuant to RSMo 479.260, the municipal judge may establish an appointed counsel fund. Both are funded by the same \$1.00 referenced in the judicial education fund with the allocation between the two funds being determined by the court. The appointed counsel fund shall only be used to pay court-approved reasonable fees for attorneys for indigent defendants who cannot pay for legal representation and are required to have appointed counsel by supreme court rules or the law. Any fund balance that exceeds \$5,000.00 shall be paid over to the city treasury.
- (2) *For crime victim's compensation fund.* Pursuant to RSMo 488.5339 and 595.045.6 a surcharge of \$7.50 shall be assessed.
 - a. Ninety-five percent or \$7.13 shall be paid to the Director of Revenue of the State of Missouri to the credit of the crime victim's compensation fund; and
 - b. Five percent or \$0.37 shall be transmitted for deposit in the city treasury.
- (3) *For peace officer standards and training (POST) commission surcharge.* Pursuant to RSMo 488.5336, the municipal judge shall assess \$1.00 for the training of police officers. The fees collected shall be paid to the Treasurer, State of Missouri, peace officer standards and training commission fund to be used statewide for training law enforcement officers.
- (4) *For law enforcement training fund surcharge.* Pursuant to RSMo 488.5336, the municipal judge may assess a surcharge of \$2.00 and shall be used locally for training law enforcement officers. The surcharges shall be paid to the city treasury.
- (5) *For law enforcement arrest costs.* Pursuant to RSMo 488.5334, the municipal judge may order a defendant who pleads guilty or is found guilty or convicted of an alcohol or drug-related traffic offenses, to reimburse the city for the costs associated with the defendant's arrest pursuant to Belton Code Section 13-577. Such costs shall include the reasonable cost of making the arrest, including the

cost of any chemical test made under RSMo Chapter 577, to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody.

- (6) *For domestic violence shelter fund surcharge.* Pursuant to RSMo 488.607, the municipal judge may assess a surcharge of \$2.00. The surcharges shall be paid in accordance with state law.
- (7) *For inmate prisoner detainee security fund surcharge.* Pursuant to RSMo 488.5026, the municipal judge may assess a surcharge of \$2.00. Funds are to be used for development and maintenance of the biometric identification systems to track prisoners in the local jail and to pay expenses related to custody, housing, and other costs associated with the offender's incarceration. The surcharges shall be paid to the city treasury.

(Ord. No. 2017-4303, § 1, 1-24-2017)