



**Agenda of the Belton City Council
October 26, 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. Presentation of the Comprehensive Annual Financial Report for the Year Ended March 31, 2021 – Troutt, Beeman & Co., P.C.
 - B. Municipal Court Summary Report for Review

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 - C. Baker Tilly Executive Recruitment
 - D. Recreational Burning Regulations
 - E. Permitting ATVs / Golf Carts / Recreational Off-Highway Vehicles

Page 15
 - F. Proposed UDC Amendments

Page 19
 - G. Route 58 & Powell Multimodal Traffic Relief Project Design
 - H. American Rescue Plan Act of 2021 (ARPA) Allowable Uses
 - I. Wastewater Treatment Plant Aerator Replacement
 - J. Bradford Place Traffic Study Results

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 - K. Rental Management Company
 - L. Need for Additional Firefighter Positions & SAFER Grant Status Update

- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Clark
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES

- A. Downtown Belton Main Street, Inc (325 Main St), re: Mayor’s Christmas Tree Lighting and Christmas on Main – Main Street closed from Herschel Street to Chestnut Street, including the intersections of Ella Street and Walnut Street, for the Mayor’s Christmas Tree Lighting and Christmas on Main; November 27, 2021 from 4:30 p.m. – midnight; December 3-4; 10-11; 17-18, 2021 from 5:00 p.m. – midnight; and January 7-8, 2022 from 5:00 p.m. – midnight.
- B. KC Holiday Light Pros (300 SW Newport Dr, Blue Springs, MO), re: lighting up City Hall, City Hall Annex, and plugging into the City-owned streetlights on Main Street for Christmas on Main from November 27, 2021 – January 8, 2022.

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 October 12, 2021 City Council Meeting.

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B. Motion approving the Fire Department to add three additional Firefighter positions for FY2022.

The City of Belton applied for a Federal grant to add three additional firefighter positions for FY2022. The grant application was not successful, and the addition of these positions is crucial to the Fire Department’s operations. These positions will be funded by the public safety sales tax and the cost was included in the FY2022 adopted budget.

**C. Motion approving Resolution R2021-77
A resolution accepting the amended emergency operations plan.**

The complete Emergency Operations Plan can be viewed in the City Clerk’s office.

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- D. Motion approving Resolution R2021-78
A resolution approving Supplemental Agreement No. 1 with HDR Engineering, Inc. to perform additional design services for the Route 58 and Powell Road Multimodal Traffic Relief Project in the amount of \$61,344.00 increasing the amount of the design project to \$477,651.00.

Funding is available in the FY22 budget.

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- E. Motion approving Resolution R2021-79
A resolution approving Task Agreement 2021-20 with JCI Industries, Inc. for Aerator No. 3 replacement needs at the Wastewater Treatment Facility in the not-to-exceed amount of \$69,710.00.

This item is included in the FY22 Budget.

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- F. Motion approving Resolution R2021-80
A resolution approving Task Agreement No. 15 with Wilson & Company to prepare a City of Belton Northwest Area Plan in the not-to-exceed amount of \$99,966.00.

This item is included in the FY22 Budget.

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-59
An ordinance of the City of Belton, Missouri amending Chapter 2, Division 4 – Personnel Code, Section 2-558(A) – legal holidays of the Code of Ordinances of the City of Belton, Missouri.
- B. Motion approving the first reading of Bill No. 2021-62
An ordinance of the City of Belton, Missouri, amending Section 9-78, Time for Filing Declaration of Candidacy, of the Code of Ordinances of the City of Belton, Missouri to conform with changes set out in House Bill 271.

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- C. Motion approving the first reading of Bill No. 2021-63
An ordinance of the City of Belton, Missouri, calling for and establishing the date of the General City Election for Municipal Officers to be held on April 5, 2022.

Filing for seats on the Belton City Council for the annual City election on Tuesday, April 5, 2022, opens Tuesday, December 7, 2021 at 8:00 a.m. and ends on Tuesday, December 28, 2021 at 5:00 p.m.

Filing may be recorded with the City Clerk at Belton City Hall, 506 Main Street, Belton, MO, during normal business hours from 8:00 a.m. until 5:00 p.m., Monday through Friday.

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- D. Motion approving the first reading of Bill No. 2021-64
An ordinance calling an election in the City of Belton, Missouri to authorize the issuance of General Obligation Bonds for streets and roads.

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- E. Motion approving the first reading of Bill No. 2021-65
An ordinance of the City of Belton, Missouri, amending Chapter 3, Intoxicating Liquor, of the Code of Ordinances of the City of Belton, Missouri to conform with changes set out in Senate Bill 126.

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- F. Motion approving the first reading of Bill No. 2021-66
An ordinance authorizing an agreement with Missouri Department of Social Services Family Support Division.

This ordinance allows eligible residents who have water and sewer utility service provided by the City of Belton to apply for assistance from the Low-Income Household Water Program, administered by the Missouri Department of Social Services (DSS) and funded by the Administration of Children and Families. The program will provide up to \$750 for water and sewer user fees and charges. For residents to be eligible they must be responsible for paying the water and/ or sewer bill, be a US citizen, have \$3,000 or less in bank accounts, retirement accounts or investments and meet specific income guidelines based on household size. DSS and West Central Missouri Community Action Agency will notify potentially eligible clients about the availability of the program. The program will continue until the available funding is spent, or through September 30, 2023.

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- G. Motion approving the first reading of Bill No. 2021-67
**An ordinance authorizing an Access Agreement with the Port Authority of
Kansas City, Missouri (Port KC).**

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

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

November 9, 2021

November 30, 2021 (moved from November 23, 2021)

December 14, 2021

December 28, 2021

- XIII. COMMUNICATIONS FROM CITY COUNCIL
XIV. ADJOURN MEETING

SECTION II

B



My Filed Or Closed Cases Listing

Belton Municipal Division

10/1/2021 11:04:40 AM

Totals For Filed Date From 09/01/2021 To 09/30/2021

Posted Fee Totals For Posted Date From 09/01/2021 To 09/30/2021

EXAMPLE

Violations By Filed Date

City Ordinance	65
IPMC CODE	8
MOVING TRAFFIC	191
Parking	1
Traffic	121
UNIFIED DEVELOPMENT CODE	3
Total Violations Filed:	389

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

020

City Ordinance	9
MOVING TRAFFIC	35
Traffic	78
CL	122

PDNF-PROSECUTION DECLINED NOT FILED

City Ordinance	1
PDNF	1
Total Violations Completed-Paid Fines:	123

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	72
IPMC CODE	1
MOVING TRAFFIC	60
Traffic	55
CL	188



My Filed Or Closed Cases Listing

Belton Municipal Division

10/1/2021 11:04:40 AM

Totals For Filed Date From 09/01/2021 To 09/30/2021

Posted Fee Totals For Posted Date From 09/01/2021 To 09/30/2021

Violations Completed-Before Judge By Filed Date

DI-CLOSED BY SIS

MOVING TRAFFIC 7

DI 7

DJ-Dismissed by Judge

City Ordinance 1

DJ 1

DP-Dismissed by Prosecutor

City Ordinance 1

MOVING TRAFFIC 5

DP 6

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC 12

Traffic 1

DX 13

Total Violations Completed-Before Judge: 215

021



My Filed Or Closed Cases Listing

Belton Municipal Division

10/1/2021 11:04:40 AM

Totals For Filed Date From 09/01/2021 To 09/30/2021

Posted Fee Totals For Posted Date From 09/01/2021 To 09/30/2021

Total Violations Completed-Paid Fines:	123
Total Violations Completed-Before Judge:	215
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	0
<hr/>	
Total Violations Completed:	338
Total Violations Filed:	389
<hr/>	
Net Difference Filed - Completed:	51

Warrants Issued

022

City Ordinance	173		
IPMC CODE	2		
MOVING TRAFFIC	164		
Traffic	133		
UNUSED	3		
<hr/>			
Total Warrants Issued:	475	Total Violations:	475

Warrants Cleared

City Ordinance	142		
IPMC CODE	4		
MOVING TRAFFIC	113		
Traffic	69		
<hr/>			
Total Warrants Cleared:	328	Total Violations:	328
<hr/>			
Total Warrants Issued:	475		
Total Warrants Cleared:	328		
Net Difference:	147		



My Filed Or Closed Cases Listing

Belton Municipal Division

10/1/2021 11:04:40 AM

Totals For Filed Date From 09/01/2021 To 09/30/2021

Posted Fee Totals For Posted Date From 09/01/2021 To 09/30/2021

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	1	
MOVING TRAFFIC	1	
AJ		2

CD-Completion date for school(s)

City Ordinance	2	
MOVING TRAFFIC	4	
CD		6

CN-Continued Arraignment

City Ordinance	11	
MOVING TRAFFIC	4	
Traffic	6	
CN		21

PP-Payment plan

City Ordinance	28	
IPMC CODE	1	
MOVING TRAFFIC	27	
Traffic	15	
PP		71

Total Violations Completed-Other Paid: 100

023



My Filed Or Closed Cases Listing

Belton Municipal Division

10/1/2021 11:04:40 AM

Posted Fee Totals For Posted Date From 09/01/2021 To 09/30/2021

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,507.50
CC (76)	COURT COSTS	\$3,003.40
CN (CA)	COURT NOTIFCATION AUTOMATION	\$512.32
CVC2 (74)	CRIME VICTIMS CITY	\$94.35
CVS2 (CV)	CRIME VICTIMS STATE	\$1,955.34
DM (82)	DOMESTIC VIOLENCE	\$510.00
DWI (77)	DWI RECOVERY COST	\$300.00
FINE (76)	FINE	\$25,277.91
ILFC (83)	ILF- CITY	\$255.00
IS (IS)	INMATE SECURITY FUND	\$530.27
OP (CS)	Overpayment	\$0.00
RST (RS)	RESTITUTION	\$130.00
SR (SR)	SHERIFF RETIREMENT	\$0.00
SR ADJ (76)	SR ADJUSTMENT +\$3	\$133.93
TFC (78)	TRAINING FUND CITY	\$513.74
TFS (81)	TRAINING FUND STATE	\$274.24

024

Report Totals: \$35,998.00

EXAMPLE**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: 9/2021	
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		132	3,848
B. cases (citations / informations) filed		8	304
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	0
3. court / bench trial - NOT GUILTY		0	15
4. plea of GUILTY in court		5	134
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	112
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		2	3
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		7	264
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		133	3,888
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	475	# issued during period	0
2. # served/withdrawn during reporting period	328	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	4,806		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 9/2021
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$15,817.57		
Clerk Fee - Excess Revenue	\$2,408.58		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$72.15		
Bond forfeitures (paid to city) - Excess Revenue	\$760.00		
Total Excess Revenue	\$19,058.30		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$10,106.59		
Clerk Fee - Other	\$849.82		
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	\$274.24		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,955.34		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$22.20		
Law Enforcement Training (LET) Fund surcharge	\$513.74		
Domestic Violence Shelter surcharge	\$510.00		
Inmate Prisoner Detainee Security Fund surcharge	\$530.27		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$130.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,747.50		
Total Revenue Other	\$16,639.70		
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	\$300.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$35,998.00
Overpayment - Excess Revenue	\$0.00	Bond Refunds	\$0.00
DWI RECOVERY COST	\$300.00	Total Disbursements	\$35,998.00

SECTION II

E

Memo



Belton Police Department

To: Belton City Council; Sheila Erzen, Acting City Manager

From: Scott A. Lyons, Chief of Police

Date: October 21, 2021

Re: Permitting All-Terrain Vehicles (ATVs), Recreational Off-Highway Vehicles, and Golf Carts on Public Roadway

During my research of this topic, it is my recommendation that if the City of Belton chooses to pursue an ordinance, that it be similar in nature to the City of Raymore, Missouri. I believe this approach will provide citizens with similar restrictions due to the proximity to our communities.

The ordinance for the City of Raymore does not allow for motor scooters or other motorized recreational vehicles to be driven on public streets (such as go-carts or ATVs).

I learned during my research that common issues reported by law enforcement in Cass County and other communities were these types of vehicles were driven by person(s) not properly licensed or under-aged; operated at speeds higher than posted speed limits; operated in a careless and imprudent manner; and/or refused to stop for law enforcement and fled apprehension by utilizing their off-road capabilities. As a result, I believe the following elements are essential:

1. Add definitions such as:
 - a. **All-Terrain Vehicle (ATV)** is any motorized vehicle manufactured and used exclusively for off-highway use, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on four or more non-highway tires, with either:
 - i. A seat designed to be straddled by the operator and handlebars for steering control, but excluding an electrical bicycle; or
 - ii. A width of fifty inches or less, measured from outside of tire rim to outside of tire rim, regardless of seating or steering arrangement. (RSMo 301.010.1)

- b. **Recreational Off-Highway Vehicle (commonly referred as UTV)** is any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds (3,500) or less, traveling on four or more non-highway tires and which may have access to ATV trails. (RSMo 301.010.50)
- c. **Golf Cart** means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour. (RSMo 304.034.3)

2. Add essential components, such as:

- a. Person(s) operating an ATV, recreational off-highway vehicle, or golf cart on public streets shall have a valid state operator's or chauffeur's license.
- b. Person(s) receiving a city permit to operate an ATV, recreational off-highway vehicle, or golf cart on public streets may not permit an unlicensed or under-aged individual to operate the vehicle on public streets.
- c. ATVs and recreational off-highway vehicles shall be operated at/below the posted speed limit but not to exceed 30 miles per hour. (RSMo 300.348.3)
- d. Golf carts shall be operated at/below the posted speed limit but not to exceed 20 miles per hour. (RSMo 304.034.3)
- e. A city permit may be revoked if the person operating an ATV, recreational off-highway vehicle, or golf cart on public streets receives two (2) citations within one (1) year for violating this ordinance and/or receives two (2) citations within one (1) year for traffic offenses. (note: penalty should include a one (1) year exclusion from reapplying for a city permit)
- f. A city permit will be immediately revoked if the person operating an ATV, recreational off-highway vehicle, or golf cart on public streets flees from law enforcement and/or operates the vehicle under the influence of alcohol and/or illegal substances. (note: penalty should include the inability to apply for a city permit)

3. Add a permitting process, such as:

The Belton Police Department will facilitate the permitting process at the Records Unit Window. The permitting process will be Monday through Friday, 9am -5pm. The process will include an application, the make/model/year/vehicle identification number (if available) of the vehicle, a copy of the permittee's valid state driver's license, and a copy of the permittee's insurance. There will be a \$15 annual permit fee. The permittee will receive a special sticker to affix to a prominent location of the vehicle.

The inspection shall include the following:

- _____ Brakes and brake lights operational
- _____ At least one (1) head light and (1) taillight operational
- _____ Parking brake operational (*if equipped*)
- _____ Rear view mirror(s) functional (*if equipped*)
- _____ Confirm the vehicle has not less than four (4) wheels

- _____ ATV only: Confirm existence of a triangular bicycle safety flag with an area of not less than thirty (30) square inches, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. (RSMo 300.348.3)

SECTION II

F



UDC Amendments 10/26/2021 City Council

<u>Sec #</u>	<u>Existing Provision</u>	<u>Proposed Amendment</u>	<u>Recommended Action</u>
Section 4 Accessory Uses and Structures	N/A	<p>An Accessory Dwelling Unit (ADU) is a dwelling unit that is accessory to a principal single family dwelling unit on the same lot.</p> <ol style="list-style-type: none"> (1) The ADU shall meet all the regulations, setbacks, and lot coverage requirements of Section 4-1. (2) The ADU shall not be larger than the principal structure. (3) The ADU shall not exceed the height of the principal structure. (4) The ADU shall be constructed of building materials that are compatible with the main structure. (5) The ADU shall be constructed on a permanent foundation or slab and meet all requirements of the applicable building codes. (6) A separate address shall be posted on the ADU for emergency services. (7) The ADU shall provide off-street parking or a driveway. 	Amend Section 4-1 and add Section 4-4 listing provisions for Accessory Dwelling Units in Residential Zoning Districts

<p>Section 20-2: Procedures for zoning map and text amendments</p>	<p>Planning commission public hearing. All proposed text and map amendments must be submitted to the planning commission for review and recommendation. The planning commission must hold a public hearing on the application. The public hearing must be held at the next regular meeting of the planning commission for which the application may be scheduled given public notice deadlines unless the applicant has consented to an extension of this time period. The applicant shall send certified letters to the most recent property owner of record for all properties within 185 feet of the subject property 15 days prior to the public hearing. The applicant shall provide proof of such mailing to city staff prior to the public hearing.</p>	<p>Planning commission public hearing. All proposed text and map amendments must be submitted to the planning commission for review and recommendation. The planning commission must hold a public hearing on the application. The public hearing must be held at the next regular meeting of the planning commission for which the application may be scheduled given public notice deadlines unless the applicant has consented to an extension of this time period. The applicant shall send certified letters to the most recent property owner of record for all properties within 185 feet of the subject property 15 days prior to the public hearing. The applicant shall provide proof of such mailing to city staff prior to the public hearing.</p> <p><u><i>In the case of a rezoning application or a special use permit, the applicant shall place a sign on the property informing the public that a hearing will be held at a specific time and place concerning proposed changes in use.</i></u></p> <ol style="list-style-type: none"> <u><i>(1) The sign shall be placed at a property line abutting the street and be readily visible to the general public.</i></u> <u><i>(2) The sign shall be furnished by the City to the applicant.</i></u> <u><i>(3) The applicant shall maintain the sign for at least twenty (20) days immediately preceding the date of the public hearing.</i></u> <u><i>(4) The applicant shall file an affidavit with the secretary of the Planning Commission at the time of the public hearing verifying that the sign has been maintained and posted as required by this ordinance and applicable resolutions.</i></u> <u><i>(5) Upon conclusion of the public hearing, the applicant shall remove the sign and return it to the city.</i></u> 	<p>Amend public hearing procedures to add the requirements for posting a “Public Hearing” sign as additional notification.</p>
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Section 28-5(b): Site design	(b) Buildings shall connect to sidewalks and other pedestrian connections within the site and to adjacent sites.	(b) Buildings shall connect to sidewalks and other pedestrian connections within the site and to adjacent <i>building</i> sites.	Text amendment to various sections pertaining to sidewalks
Section 12-4(b)(1): Additional regulations	(b) Outdoor display or storage of merchandise. Outdoor display or storage of merchandise is permitted in business, commercial and industrial districts subject to the following: (1) No display or storage of merchandise shall occur within: (a) Required parking spaces; (b) Landscaped areas; (c) Fire lanes; (d) On sidewalks if handicapped accessibility is blocked; (e) Building setback areas; or (f) Under un-sprinkled overhangs of sprinkled buildings.	(b) Outdoor display or storage of merchandise. Outdoor display or storage of merchandise is permitted in business, commercial and industrial districts subject to the following: (1) No display or storage of merchandise shall occur within: (a) Required parking spaces; (b) Landscaped areas; (c) Fire lanes; (d) On sidewalks if <i>pedestrian</i> accessibility is blocked; (e) Building setback areas; or (f) Under un-sprinkled overhangs of sprinkled buildings.	Text amendment to various sections pertaining to sidewalks
Section 34-161: Streets and sidewalks	N/A	Section 34-161: Sidewalks. All new construction projects shall construct 5-foot-wide sidewalks that connect their property to the nearest improved property.	Create new section pertaining to the construction of sidewalks

<p>Section 36-108(2): Required improvements</p>	<p>(2) Walks. Sidewalks shall be installed on both sides of all residential streets upon which houses face. Sidewalks shall be required on both sides of the street in any commercial or industrial district and on all collector and arterial streets. All sidewalks shall not be less than four feet in width along residential streets and not less than five feet in width along arterial streets and shall comply with the specifications of the city council. Sidewalks shall be located in the platted street right-of-way, six feet from back-of-curb to near the face of the sidewalk. Walks shall also be installed in any pedestrian easements as may be required by the city council. Sidewalks shall be maintained by the abutting property owner.</p>	<p>(2) Walks. Sidewalks shall be installed on both sides of all residential streets upon which houses face. Sidewalks shall be required on both sides of the street in any commercial or industrial district and on all collector and arterial streets. <u>Sidewalks from the new improvement (subdivision, building, factory, etc.) shall be constructed along arterial and collector streets to the meet existing sidewalks or to the next developed properties, whichever are closer.</u> All sidewalks shall not be less than five feet in width shall comply with the specifications of the city council. Sidewalks shall be located in the platted street right-of-way, six feet from back-of-curb to near the face of the sidewalk. Walks shall also be installed in any pedestrian easements as may be required by the city council. Sidewalks shall be maintained by the abutting property owner.</p>	<p>Text amendment to various sections pertaining to sidewalks</p>
<p>Section 26-5(4): Residential driveways</p>	<p>Section 26-5(4) All residential driveways except those in the A and R-1B districts must be paved with a permanent material such as asphalt, concrete, paving blocks, or other approved material meeting the standards of the city.</p>	<p>Section 26-5(4) All residential driveways, except those in the A and R-1B districts must be paved with a permanent material such as asphalt, concrete, paving blocks, or other approved material meeting the standards of the city. <u>Driveway aprons or access from the public street shall be concrete to meet standard specifications for public improvements in the right-of-way.</u></p>	<p>Text amendment specifying material requirements on all residential driveways regardless of lot type</p>
<p>Section 32-1(4)(e): Payment in lieu of detention</p>	<p>Section 32-1(4)(e) In all regards, the payment shall be calculated at a rate (the "Rate") of \$5,100.00 per impervious acre of development as set out in the approved Study. The payment for the property being developed shall be made to the city before a building permit will be issued for the development. After March 1, 2015 the rate shall be increased every March 1st using an escalator fact based upon the Consumer Price Index for Construction.</p>	<p>Section 32-1(4)(e) In all regards, the payment shall be calculated at a rate (the "Rate") of <u>\$5,900.00</u> per impervious acre of development as set out in the approved Study. The payment for the property being developed shall be made to the city before a building permit will be issued for the development. After March 1, 2015 the rate shall be increased every March 1st using an escalator fact based upon the Consumer Price Index for Construction.</p>	<p>Text amendment to update the rate per impervious acre for payments in lieu of detention</p>

Public Notice

Proposed Land-Use Action

Information:

Projects@Belton.org

Planning 816-892-1266



SECTION II

J

Default Report Title
Use Preferences to Define Titles

Site Code: Pricechopper Road
Station ID:
Location 1:
Location 2:
Location 3:
Location 4:

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 0.000000
Longitude: 0.000000

Combined Lanes 9/23/2021 to 9/24/2021

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
14 - 23	124	76.54321%

Percentile Speeds

Percentile	80th	85th	90th	95th	100th
Speed - MPH	20.4	21.6	22.3	23.5	30.3

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	162
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	17.4
Median (50th %):	17.9
Mode:	18.6

Classification Statistics

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
162	0	0	0	0	0	0
100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Default Report Title
Use Preferences to Define Titles

Site Code: Givan
Station ID:
Location 1:
Location 2:
Location 3:
Location 4:

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 0.000000
Longitude: 0.000000

Combined Lanes 9/3/2021 to 9/3/2021

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
16 - 25	285	89.90536%

Percentile Speeds

Percentile	80th	85th	90th	95th	100th
Speed - MPH	22.3	22.9	24.1	24.8	28.5

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 317
Total Greater Than 50.0 0
Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 19.6
Median (50th %): 19.2
Mode: 19.3

Classification Statistics

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
317	0	0	0	0	0	0
100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Default Report Title
Use Preferences to Define Titles

Site Code: Bradford
Station ID:
Location 1:
Location 2:
Location 3:
Location 4:

Comment 1:
Comment 2:
Comment 3:
Comment 4:
Latitude: 0.000000
Longitude: 0.000000

Combined Lanes 9/16/2021 to 9/16/2021

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	299	77.46114%

Percentile Speeds

Percentile	80th	85th	90th	95th	100th
Speed - MPH	24.8	25.4	26	27.9	54.6

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 386
Total Greater Than 50.0 2
Percent Greater Than 50.0 0.5%

Mean, Median, and Mode Averages

Mean: 21.1
Median (50th %): 21.6
Mode: 21.7

Classification Statistics

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
386	0	0	0	0	0	0
100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

SECTION VIII

A

Minutes of the Belton City Council
October 12, 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, provided a status update on the street reconstruction project. There will be an ordinance coming to the Council to put a no-tax-increase bond issuance on the April 2022 ballot for additional street repairs.

Andrea Cunningham, City Clerk, provided an update on changes to the election statute pursuant to House Bill 271. There will be an ordinance coming to the Council to amend the Code of Ordinances and an ordinance coming to call the April 2022 election for expiring Councilmember seats.

Mr. Rokos provided information on the Mills Subdivision plat for the Belton-Cass Regional TDD Mullen Road Project. This item is time sensitive and on the agenda for first reading tonight.

Scott Lyons, Police Chief, provided information on the updates to the Emergency Operations Plan. There will be a resolution coming to the Council to accept this.

Ms. Cunningham provided an update on changes to the liquor statute pursuant to Senate Bill 126. There will be an ordinance coming to the Council to amend the Code of Ordinances.

Mr. Rokos provided information on the Northwest Belton Comprehensive Plan. It is undeveloped land and there have been inquiries about it. A planning study will be presented at the next Council meeting.

Each department director provided an overview of how their department is meeting the City Council's goals and strategic vision plan priorities. Councilmember Clark asked for an upcoming work session on the process of permitting.

Padraic Corcoran, Attorney, provided information from the 2020 Census numbers. Based upon Belton's census numbers, redistricting will be required. It was recommended to redistrict prior to the filing date opening for the April 2022 election (December 7, 2021). There will be an ordinance before the Council in November. Mayor Larkey and one councilmember from each ward will meet to discuss these options.

Being no further business, Mayor Larkey adjourned the work session at 7:21 p.m. and called the meeting to order.

Councilmember Gough led the Pledge of Allegiance to the Flag.

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

Staff present: Sheila Ernzen, Assistant City Manager and Finance Director; Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Police Chief Scott Lyons; Fire Chief John Sapp; Carolyn Yatsook, Economic Development Director; Jay Kennedy, Golf Director; Brian Welborn, Park Director

PERSONAL APPEARANCES

Jan Zimmerman, Raymore Police Chief, presented SAFE, the Surviving Spouse and Family Endowment.

Mayor Larkey read a proclamation for Buckle Up, Phone Down.

CONSENT AGENDA

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

- **approving the minutes of the September 21, 2021 City Council Meeting.**
- **authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- **approving the September 2021 Municipal Division Summary Report for Municipal Court.**

Councilmember Clark seconded. All voted in favor. Consent agenda approved.

REGULAR AGENDA

Ms. Cunningham gave the first reading of Bill No. 2021-59: **An ordinance of the City of Belton, Missouri amending Chapter 2, Division 4 – Personnel Code, Section 2-558(A) – legal holidays of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilmember Trutzel, seconded by Councilmember Kraft. Vote on the first reading was recorded with all voting in favor except for Councilmembers Savage, Clark, and Gough who voted no. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-60: **An ordinance approving a Final Plat for Mills Subdivision; a tract of land in the Southwest Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder’s Office.**

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

Ayes: 9 Peek, Lawson, Savage, Trutzel, Powell, Clark, Gough, Kraft, Mayor Larkey

Noes: 0

Absent: 0

Bill No. 2021-60 was declared passed and in full force and effect as **Ordinance No. 2021-4661**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-61: **An ordinance approving a Special Use Permit to allow an electronic message center on an existing billboard sign, located at 16241 South Outer Road, Belton, Cass County, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Savage. The Planning Commission approved this on September 20, 2021. Chad Hager with Link Media Outdoor was present to speak. This will add a fuel box to the billboard. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Savage seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Trutzel, Kraft, Savage, Powell, Clark, Gough, Lawson, Peek

Noes: 0

Absent: 0

Bill No. 2021-61 was declared passed and in full force and effect as **Ordinance No. 2021-4662**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Lawson provided a Park report

- The car show last week had 130 cars
- October 30 is Pumpkin Palooza at Memorial Park, 6-8 p.m.
- November 20 is the holiday craft fair
- The Park Board rehired Brian Welborn as the Park Director

MAYOR'S COMMUNICATIONS

Mayor Larkey stated he'd like to have items come to a work session prior to the item being placed on the agenda.

The Mayor's Christmas Tree Lighting is moving back to Main Street. It will be November 27.

CITY MANAGER'S REPORT

October/November 2021 City Council Meetings – 6:00 p.m.

October 26, 2021

November 9, 2021

November 30, 2021 (moved from November 23, 2021)

Sheila Ernzen, Assistant City Manager and Finance Director, said Ms. Cunningham received her CMC certification through IIMC, International Institute of Municipal Clerks.

Mr. Rokos said Belton's Public Works department was reaccredited by APWA.

Jay Kennedy, Golf Director, said Eagles Landing hosted a district golf championship for Belton High School. There were 11 teams and two of the Belton players qualified for the state championship.

John Sapp, Fire Chief, said they will be picking up their refurbished ambulance tomorrow.

Ms. Ernzen said the Police Station water line project will take place on Friday, October 15.

COMMUNICATIONS FROM CITY COUNCIL

Councilmembers Clark and Gough thanked the Police and Fire Chiefs for attending a citizen crime watch meeting.

At 7:52 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to the leasing, purchase, or sale of Real Estate, according to Missouri Statute 610.021.2; to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there. Councilmember Trutzel seconded. The following vote was recorded:

Ayes: 9 Peek, Trutzel, Kraft, Savage, Powell, Gough, Clark, Lawson, Mayor Larkey

Noes: 0

Absent: 0

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

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

SECTION VIII

C

R2021-77

A RESOLUTION ACCEPTING THE AMENDED EMERGENCY OPERATIONS PLAN.

WHEREAS, the Belton Emergency Management Agency has had the current Emergency Operations Plan in effect for the last 4 years; and

WHEREAS, the Emergency Operations Plan provides guidance in mitigating city disasters, whether natural or manmade; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires the city to have an updated Emergency Operations Plan in order to receive FEMA funding for our Emergency Management Agency; and

WHEREAS, the city has determined it is in the best interest of the city to accept the amended Emergency Operations Plan.

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

Section 1. That the Emergency Operations Plan manual attached as **Exhibit A** is hereby accepted.

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 regular meeting of the City Council held the ___ day of _____, 2021 by the following vote, to-wit:

AYES:
NOES:
ABSENT:

COUNCILMEMBER:
COUNCILMEMBER:
COUNCILMEMBER:

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

City of Belton

EMERGENCY OPERATIONS PLAN

Conforming with guidelines set forth by

THE FEDERAL EMERGENCY MANAGEMENT AGENCY

AND

NATIONAL HOMELAND SECURITY

THE MISSOURI DEPARTMENT OF PUBLIC SAFETY

STATE EMERGENCY MANAGEMENT AGENCY

AND

BELTON EMERGENCY MANAGEMENT AGENCY

RECORD OF CHANGE

Change Number	Date of Change	Section or Annex	Description of Change	Changed by
1	1/13/2021	Intro	IMT to IST. Updated DMAT/DMORT description.	Baker
2	1/14/2021	Basic	Emergency classifications updated Added attachment to appendix 3 emergency proclamation.	Baker
3	1/14/2021	Intro	Added annex to ESF crosswalk	Baker
4	1/19/2021	A	Added reference to link to FEMA ICS forms	Baker
5	7/21/2021	A	Changed reference from mobile command to mobile communication resources	Baker
6	7/21/2021	A	Deleted attachment D of Appendix 4 - state direction control	Baker
7	7/21/2021	A	Updated points of contact and phone numbers	Baker
8	7/21/2021	A	Updated forms and made reference to ICS form	Baker
9	1/20/2021	B	Added reference to MOSWIN and updated available communication resources	Baker
10	1/29/2021	B	Updated watch/warning chart of Nat'l Wx Service	Baker
11	2/10/2021	C	Updated functional diagram	Baker
12	2/25/2021	C	Updated media contact information	Baker
13	3/9/2021	E	Updated flow chart	Baker
		E	Updated mutual aid appendix	Baker
14	3/9/2021	F	Updated flow charts Updated phone numbers	Baker Sapp
15	4/12/2021	H	Updated phone numbers Added reference to LEPC from MARC Updated report forms Updated HAZMAT levels	Baker
16	4/15/2021	I	Updated phone numbers	Baker
17	4/15/2021	K	Updated websites	Baker
18	4/21/2021	L	Updated contact information Updated school occupancies	Baker
19	4/28/2021	M	Updated contact information	Baker
20	5/19/2021	N	Definitions updated	Baker
21	5/26/2021	O	Updated equipment list Updated contact information	Baker
22	5/27/2021	Q	Added reference to WEB EOC and MOSWIN Updated phone numbers Updated verbiage and reference to ICS forms with web links Updated and added diagrams	Baker

Appendix 4 updated with example diagrams
Appendix 6, 7, 8, and 9 reference to ICS forms with
web
links added.

FORWORD

Now is the time!

This Emergency Operations Plan lays a framework that will allow the City of Belton to save lives, minimize injuries, protect property and the environment, preserve functioning civil government, insure constituted authority, and maintain economic activities essential to the survival and recovery from natural and man-made disasters. It is not the intent of this plan to deal with those events that happen on a daily basis, which do not cause widespread problems and are handled routinely by the city and/or county agencies.

This plan follows the principles and processes outlined in the National Incident Management System (NIMS). As a result, this plan institutionalizes the concepts and principles of the NIMS and the Incident Command System (ICS) into the response and recovery operations conducted within the City of Belton.

The NIMS provides a consistent, flexible and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery and mitigation.

This plan was developed through the collaborative efforts of the City of Belton Emergency Management Director, other governmental and private entities throughout the City of Belton and with assistance provided by the State Emergency Management Agency. During the development of this plan various agencies, organizations, and county governments were interviewed to discuss their roles, responsibilities, and capabilities in an emergency. This plan is a result of their input.

The City of Belton EOP is a multi-hazard, functional plan, broken into three components; (1) a basic plan that serves as an overview of the jurisdiction's approach to emergency management, (2) annexes that address specific activities critical to emergency response and recovery, and (3) appendices which support each annex and contain technical information, details, and methods for use in emergency operations.

The Basic Plan is to be used primarily by the chief executive and public policy officials of a jurisdiction but all individuals/agencies involved in the EOP should be familiar with it. The annexes are to be used by the operational managers and the appendices are for disaster response personnel.

Every individual and agency that has a role in the response and recovery operations of the City of Belton should be familiar with, and understand, the contents of this plan for it to be effective.

Thus, the City of Belton Emergency Management Director should brief the appropriate officials on their roles in emergency management. The Director should also brief the newly employed officials as they assume their duties.

Each organization/agency with an assigned task should be responsible for the development and maintenance of their respective segments of the plan (See Part IV of the Basic Plan). They should update their portion of the plan as needed based on experience in emergencies, deficiencies identified through drills and exercises, and changes in government structure and emergency organizations. It is also the responsibility of those organizations/agencies that make changes to this plan to provide a copy of those changes to the City of Belton Emergency Management Director.

PROMULGATION STATEMENT

Officials of ***Belton, Missouri***, in conjunction with the State Emergency Management Agency, have developed an emergency operations plan that should enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

This plan, when used properly and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. This plan and its' provisions will become official when it has been signed and dated below by the concurring government officials.

MAYOR
(Belton, MO)

DATE

CITY MANAGER
(Belton, MO)

DATE

CITY CLERK
(Belton, MO)

DATE

EMERGENCY MANAGEMENT
AGENCY DIRECTOR
(Belton, MO)

DATE

BELTON EMERGENCY OPERATIONS PLAN

BASIC PLAN

I. PURPOSE

This plan establishes the organization and procedures which should allow the City of Belton to save lives, minimize injuries, protect property, preserve functioning civil government and maintain economic activities essential to their survival and recovery from natural, technological, and human/manmade related disasters. It establishes the guidelines for conducting efficient, effective, coordinated emergency operations involving the use of all resources belonging to or available to the City of Belton.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The City of Belton is located in the northwest corner of Cass County, which is located in the west central region of Missouri. Counties that border Cass are Jackson to the north, Johnson and Henry to the east, Bates to the south, and the Kansas counties of Johnson and Miami to the west.
2. The City limits contain about 14.25 square miles and are about 71% developed or platted to be developed. It is estimated that the current population is 23,598.
3. The City of Belton is vulnerable to several natural hazards, all of which have the potential to disrupt the area, cause damage, and create casualties. The identified natural hazards include flash flooding, tornadoes, and severe winter storms. Wildfires and earthquakes are a remote possibility. Technological hazards include (small) dam failures, hazardous materials incidents, power failures, loss of natural gas service, fires, transportation accidents, and terrorism. Refer also to the Cass County Hazard Mitigation Plan. (See Appendix 5 to this Basic Plan.)
4. The City of Belton has the capabilities and resources which, if effectively employed, may minimize the loss of life and damage to property in the event of an emergency or major disaster. This may include the utilization of private and volunteer organizations, in addition to existing city services and compacts with surrounding government agencies.
5. The law enforcement, fire, and ambulance services each maintain mutual aid agreements. (See the respective annexes for further information.)

6. A hazardous materials plan for Cass County has been developed by the Mid-America Local Emergency Planning Committee. (See Annex H.)
7. This emergency management plan is being developed and maintained pursuant to Missouri State Law, Chapter 44, RSMo, and Federal Emergency Management Agency, (FEMA), guidance.
8. The law enforcement, fire, and ambulance services each maintain their Standard Operating Guidelines, (SOG's).

B. Assumptions

1. Some of the hazards previously stated may occur after implementation of warning and other preparedness measures, while others may occur without any warning.
2. Officials of the City of Belton are aware of the possible occurrence of an emergency or major disaster and of their responsibilities in the execution of this plan and should fulfill these responsibilities as needed.
3. The proper implementation of this plan should reduce the loss of lives and property damage within the City of Belton.
4. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with every occurrence. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements, or state and federal sources.
5. Although an attack on this country is considered unlikely, there is that possibility as long as the world's war-making capability exists. Should an attack occur, it would probably be after days or weeks of international tension that would allow such protective measures as evacuation and sheltering to be implemented.

III. CONCEPT OF OPERATIONS

A. General

1. It is the responsibility of local government to provide for a comprehensive emergency management program that meets the essential needs of those who either have been or might be affected by an emergency or major disaster. When the emergency exceeds the local government's capability to respond, assistance will be requested from the state government. If additional assistance is needed beyond state capabilities, the state will coordinate requests to the proper federal agencies.
2. The chief elected official (Mayor) will have overall responsibility for emergency management activities within the boundaries of the jurisdiction. These officials can delegate their authority, but never their responsibility.

3. At no time will the Cass County Commission supersede the authority of the elected officials of the City of Belton unless: (1) requested to do so by those elected officials, (2) the municipality's governmental body is incapacitated or ceases to exist, or (3) empowered to do so by the Governor under the authority of Chapter 44, RSMo.
4. This plan is based on the concept that the emergency functions assigned to the various groups, organizations, and individuals involved in this plan will parallel their normal day-to-day functions as closely as possible. The same personnel and material resources should be employed as much as possible in both normal and emergency functions.
5. Those day-to-day functions that do not contribute directly to emergency operations may be suspended for the duration of the emergency. The efforts that would normally be required for those functions should be redirected to the accomplishment of emergency tasks by the agency concerned.
6. This plan or portions thereof should be implemented according to the emergency classification and control guidance set forth in Appendix 3 to this Basic Plan. The guidance discussed under this appendix will describe what happens when an emergency/disaster occurs, activation of the EOC, response activities that should take place, and notification of departments/individuals.
7. The National Incident Management System, (NIMS), should be used in any declared emergency within the City of Belton.
8. Discrimination on the grounds of race, color, religion, nationality, sex, age, physical impairment, or economic status will not be allowed in the execution of emergency management functions. This policy applies to all levels of government and the private sector.
9. Access to the EOC should be restricted to only those individuals who are assigned to work in the EOC or are called to the EOC for a specific purpose (see Annex A).
10. WebEOC is to be used (when and as soon as practical) to coordinate and request additional resources. Notification to Region A Coordinator (573-645-6646) should also be made for additional assistance.

B. Operational Time Frames

This plan is concerned with all types of hazards that may develop in the City of Belton and must account for activities before, during, and after an occurrence. The following operational time frames were established for the various actions to be performed within the scope of this plan:

1. Mitigation – A period of time during which activities are undertaken by individuals/departments to lessen the impacts of natural and man-made events.
2. Preparedness – A period of time during which activities are undertaken by individuals/departments to increase their readiness posture during periods of heightened risk.

3. Emergency Response – A period of time during which activities are undertaken by individuals/departments to respond to an occurrence that threatens or harms people/property.
4. Recovery – A period of time during which activities are undertaken by individuals/departments to provide for the welfare of the people following a disaster and/or emergency.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The emergency management organizations in the City of Belton should be set up along the following functional lines:
 - a. Direction and Control – Annex A
 - b. Communications and Warning – Annex B
 - c. Emergency Public Information – Annex C
 - d. Damage Assessment – Annex D
 - e. Law Enforcement – Annex E
 - f. Fire and Rescue – Annex F
 - g. Resource and Supply – Annex G
 - h. Hazardous Materials – Annex H
 - i. Public Works – Annex I
 - j. Evacuation – Annex J
 - k. In-Place Shelter – Annex K
 - l. Reception and Care – Annex L
 - m. Health and Medical – Annex M
 - n. Terrorism – Annex N
 - o. Emergency Management Employees – Annex O
 - p. Animal Control – Annex P
 - q. Catastrophic Events (Earthquake) – Annex Q
2. The City of Belton has developed procedures to perform these functions using all available resources.
3. The emergency management layouts by emergency function for the City of Belton are located in Appendix 1 to this Basic Plan.

B. Responsibilities

1. Specific groups, departments/agencies, and individuals should be assigned primary and/or support responsibilities to prepare for and to perform each of the functions listed previously, (those having a primary responsibility have been designated the “coordinator” for that function). In some cases, a function may be assigned to a county official or agency, while others to city agencies, or a combination thereof. Assignments for the City of Belton have been identified on charts in Appendix 2 to this Basic Plan.

2. The tasks to be performed in each function are explained in detail in each annex. Appendix 2 to this Basic Plan contains a list of task assignments by function for the City of Belton.
3. It is be the responsibility of those agencies and individuals having primary and/or support assignments to develop and maintain standard operating guides, (SOG's), which detail how their assigned tasks should be performed to implement the plan.
4. Departments/Agencies tasked with emergency responsibilities should address the requirements of functional needs groups, (i.e., providing medical, transportation, and other emergency support for the handicapped, elderly, etc.).

V. DIRECTION AND CONTROL

- A. The Mayor of Belton is responsible for all emergency management activities in Belton's jurisdiction. The Emergency Management Director should implement this plan and direct emergency response within the jurisdiction.
- B. The Emergency Management Director should:
 1. Brief the appropriate officials and new employees on their roles in emergency management.
 2. Coordinate all emergency management activities to include use of WebEOC for reporting to the state and requesting resources.
 3. Make decisions on routine day-to-day matters pertaining to emergency management, subject to the approval of the City Manager.
 4. Maintain this emergency operations plan.
 5. Advise elected officials on courses of action available for major decisions.
 6. Act as a liaison with other local, state, and federal emergency management agencies.
 7. Insure the proper functioning of the EOC and coordinate EOC operations. (See Section IV of Annex A for further responsibilities pertaining to the EOC.)
 8. Instigate tests and exercises to familiarize EOC staff and response personnel with emergency management operations.
 9. Maintain radiation detection devices, (i.e., dosimeters, etc.).

10. Assist state and federal officials when designating and operating disaster response facilities, (i.e., staging areas, mobilization centers, disaster field offices, (DFO's), and disaster application centers, (DAC's).
 11. Other duties as outlined in the local ordinances, court orders, and agreements.
- C. Direction and control should originate from the EOC, (see Annex A).
 - D. The EOC should be staffed according to the level of emergency. (See Appendix 3 to this Basic Plan.)

VI. CONTINUITY OF GOVERNMENT

A. Lines of Succession

1. The line of succession for the Mayor of Belton is to Mayor Pro Tem. The City Management should assume the duties of the Mayor so long as the Mayor or Mayor Pro Tem is unavailable. If the City Manager is absent or disabled, the Assistant City Manager should be the next in succession followed by the Director of Emergency Management, (until the City Council appoints a person to administer this role.)
2. The lines of succession for the Emergency Management Director are as follows:
 - a. Emergency Management Director
 - b. Emergency Management Deputy Director
 - c. A person named by the City Manager
3. The individual or agency responsible for each annex, (emergency function), should establish a line of succession and insure that department personnel and the Emergency Management Director are informed of this line of succession.

The line of succession for the following Belton departments and functions is as follows:

- a. Finance Director, Finance Supervisor, determined by city manager
- b. Fire Chief, Deputy Fire Chief, Assistant Chief, Shift Commander
- c. Police Chief, Division Commanders by seniority, Shift Commander
- d. Director of Public Works, City Engineer, Assistant City Engineer

- e. City Clerk, Assistant City Clerk
 - f. Community Development Director, most Senior Building Inspector
 - g. In the event circumstances resulting from a disaster prevent a political entity from performing effective operations, the next higher political subdivision may assume authority until that political entity is able to adequately resume operations.
- B. Preservation of Records
- 1. The City of Belton stores its essential records, both written and computerized, at City Hall, Police Department, Fire Department, and Public Works facilities.
 - 2. In order to provide normal government operations after a disaster, all vital records of both a public and private nature recorded by city officials must be protected and preserved. These would include legal documents, tax records, etc. The following guidelines should apply:
 - a. Certain records and documents are vital to the continuance of government following a major disruption of normal activities due to a disaster. These records and documents are to be identified by officials responsible for their day-to-day maintenance.
 - b. Resources from local government should be allocated to provide for one or more of the following options: (1) duplication of all such records, (2) timely movement to secure or safe areas outside the danger area, and/or the development of secure and safe storage areas elsewhere in the jurisdiction.
 - 3. Each emergency support service, (i.e., law enforcement, fire, public works, etc.), must establish measures to protect records deemed essential for continuing government functions and the conduct of emergency operations.
 - 4. Further information on preservation of records can be obtained by contacting the Secretary of State's Office in Jefferson City.

VII. ADMINISTRATION AND LOGISTICS

- A. Whenever possible, procurement of necessary resources should be accomplished using normal, day-to-day channels.

- B. During unusual situations when such constraints would result in the loss of life and property, normal requisition procedures can be circumvented. This should be done under the authorities and by the procedures set forth in the City of Belton ordinances.
- C. Accurate records of all actions taken in an emergency are essential for determining prevention activities and training needs, as well as for settling possible litigation. Each department head, including the individual responsible for an emergency function, should keep detailed, accurate records of all actions taken during an emergency.
- D. Agreements and understandings with other local jurisdictions, higher levels of government, and other agencies should be utilized to supplement local resources should an emergency situation exhaust the capabilities of the City of Belton. Requests for such assistance should be made in accordance with negotiated mutual aid agreements and understandings. All such agreements should be formalized in writing whenever possible.
- E. Disaster assistance from the state or federal government should be utilized in accordance with their provisions and statutes. If state or federal assistance is required, the SEMA Regional Coordinator should be asked to come to the EOC. Requests for such assistance should be made in accordance with the procedures set forth in Appendix 4 to this Basic Plan.
- F. The Resource and Supply section should identify critical resources and those available from neighboring jurisdictions, military installations, volunteer agencies/groups and the state and federal government.
- G. Procedures for the inventory, storage, and maintenance of resources, including donations and services from the private sector, should be as specified in the appropriate annexes or SOG's.
- H. Identify critical resources necessary for chemical or radiological analysis, biological sampling, environmental assessment, etc.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. Review of and written concurrence to this plan and its annexes should be accomplished as follows: Each agency/department of government and private sector organizations assigned emergency responsibilities should review this plan. They should report their concurrence to the jurisdiction's chief elected official, the Mayor. The Mayor and the Emergency Management Director should sign the promulgation document.
- B. The Emergency Management Director should instigate an annual review of the plan by all officials and agencies. The Director should ensure that necessary changes and revisions to the plan are prepared, coordinated, published, and distributed. The Director should then provide a

copy of the plan revisions to all organizations/agencies assigned responsibility for implementation of the plan.

- C. This plan should be activated once a year in the form of a simulated emergency, taking into account actual events in order to determine if revisions can be made that would improve disaster response and recovery operations. This should also provide practical controlled operations experience to those who have EOC responsibilities. This should be done by the Emergency Management Director with the approval of the Mayor and/or City Manager.

IX. AUTHORITIES AND REFERENCES

- A. Federal Public Law 93-288, Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended
- B. Federal Public Law 99-499, SARA, Title III
- C. FEMA's "Guide for State and Local All-Hazard Emergency Operations Planning"
- D. Revised Statutes of Missouri, Chapter 44, as amended
- E. Revised Statutes of Missouri, 49.070
- F. Missouri Code of Regulations, Title II, Division 10, Chapter II
- G. State of Missouri Emergency Operations Plan, as amended
- H. SEMA's "Missouri All-Hazard Emergency Planning Guidance"
- I. SEMA's "State Mitigation Plan"
- J. CODE of ORDINANCES, City of BELTON, MISSOURI
- K. Mid-America Regional Council LEPC Hazardous Materials Plan
- L. State Veterinary Plan
- M. Regional Plans as developed by the Mid-America Regional Council, (MARC)

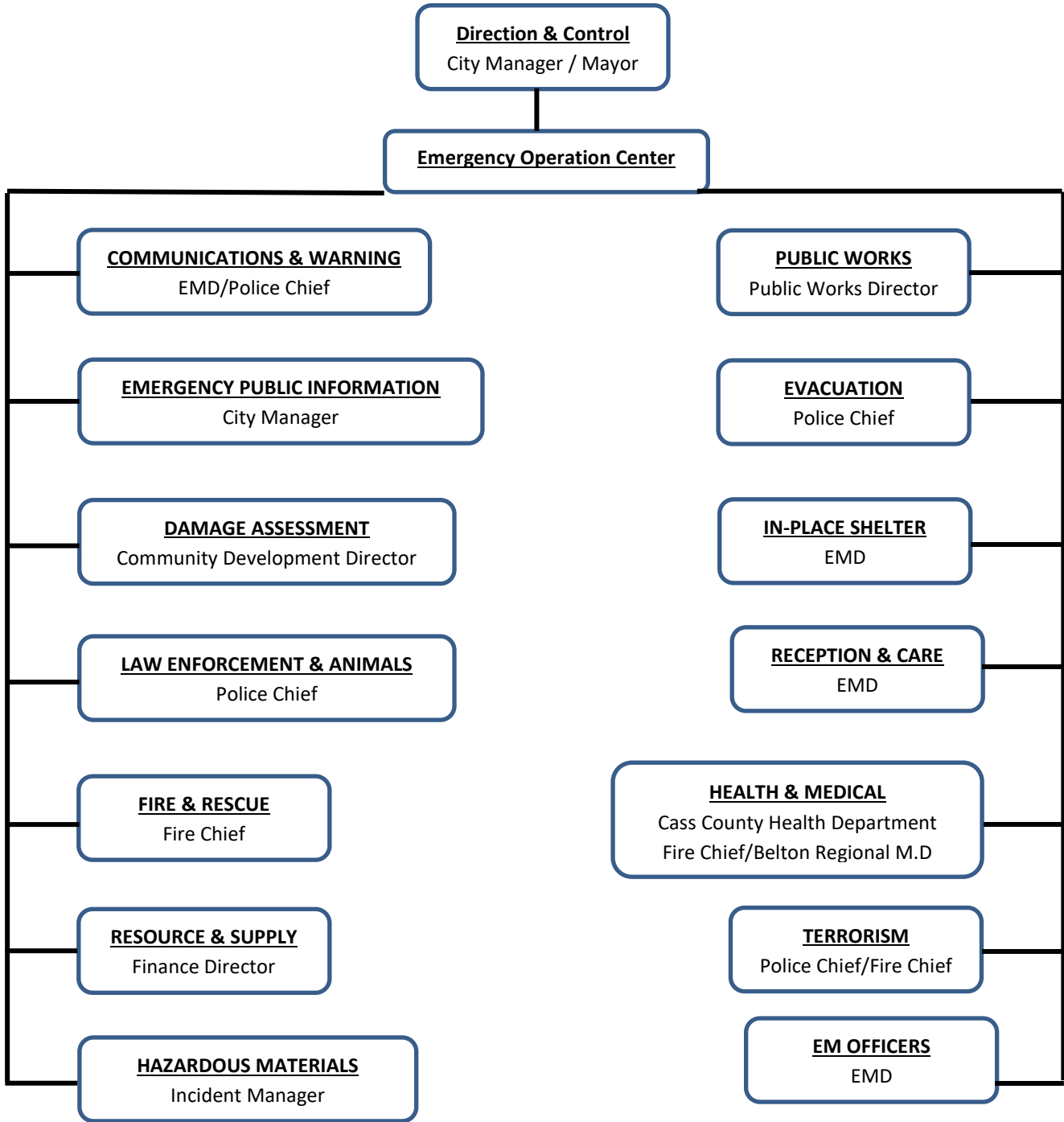
APPENDICES

1. Emergency Management Diagrams by Emergency Function
2. Assignment of Responsibilities
 - Attachment A – Functions & Responsibility Charts
 - Attachment B – Task Assignments by Function
 - Attachment C – Normal Functions Organizational Chart
3. Emergency (Disaster) Classification & Control Procedures
4. Procedures for Requesting State and Federal Assistance
 - Attachment A – Contact Numbers
5. Hazard Analysis
 - Attachment A – Dam Failure
 - Addendum 1 – List of Dams in Belton
 - Addendum 2 – Dam Locations in Belton (map)
 - Attachment B – Earthquake
 - Addendum 1 – Projected Earthquake Intensities (map)

Appendix 1 to the Basic Plan

EMERGENCY MANAGEMENT DIAGRAMS
BY EMERGENCY FUNCTION

*Indicates joint responsibility



Appendix 2 to the Basic Plan

ASSIGNMENT OF RESPONSIBILITIES

A. Functions and Responsibility Charts (Attachment A)

1. These charts assign specific agencies and/or individuals the responsibility to prepare for and to perform each of the thirteen identified emergency management functions and also whether they have a primary or supporting role for that function.
2. These charts are general in nature and should not be considered all inclusive.

B. Task Assignments by Function (Attachment B)

1. Following the P & S Charts, there is a basic list of tasks to be assigned to each function. These are only general lists that should be expanded in the various annexes.
2. There is one list of tasks for each function. Some tasks may be common to more than one function.
3. In some cases, more than one department or individual may have primary responsibility.

C. Normal Function Diagram for the City of Belton, Missouri (Attachment C)

**FUNCTIONS & RESPONSIBILITY CHART
CITY OF BELTON**

Functional Annex	A	B	C	D	E	F	G	H	I	J	K	L	M
FUNCTION	DIRECTION & CONTROL	COMMUNICATIONS & WARNING	EMERGENCY PUBLIC INFO	DAMAGE ASSESSMENT	LAW ENFORCEMENT	FIRE & RESCUE	RESOURCE & SUPPLY	HAZMAT RESPONSE	PUBLIC WORKS	EVACUATION	IN-PLACE SHELTERS	RECEPTION & CARE	HEALTH & MEDICAL
Department Individual													
Mayor/City Council/City Admin	P		P				S	S			S		
Emergency Management Director	S	P*	S					S	S	P	P	P	
Police Chief	S	P*	S		P	S		S		S		S	
Public Works Director	S	S		P		S		S	P	S			
Belton Finance Director	S						P*					S	
Fire Chief/Ambulance Administrator	S	S	S			P	P*	S		S		S	P*
City Clerk	S	S	S					S		S	S	S	
Incident Commander	S		S					P			S		
Hospital Administrators	S		S					S				S	S*
Medical Examiner	S		S										P*
County Health Dept. Administrator	S		S							S			P*
Red Cross Representative	S									S		S	

P=Primary Responsibility S=Support Responsibility *=Joint Responsibility

Note (see Continuity of Government, VI. A. 1. To the Basic Plan)

**Attachment B to Appendix 2
Of the Basic Plan**

TASK ASSIGNMENTS BY FUNCTION

(Specific procedures for each function are in the appropriate annex.)

A. Direction and Control (Annex A):

MAYOR / CITY MANAGER

1. Make policy decisions related to emergency management.
2. Plan for emergency management, (i.e., plan development.)
3. Oversee hazard prevention activities.
4. Control operations during disasters.
5. Coordinate and direct relief and recovery operations.
6. Coordinate emergency management activities.
7. Maintain an exercise program.
8. Supervise the emergency public information function.

B. Communications and Warning (Annex B):

EMERGENCY MANAGEMENT DIRECTOR/ COORDINATOR

1. Monitor all emergency situations to insure proper response.
2. Train personnel, (full-time and supplementary).
3. Support all other emergency functions when needed, (i.e., EPI, including rumor control and EAS.)
4. Develop warning plans and procedures for all identified hazards, (see Basic Plan, Situation and Assumptions).
5. Maintain and expand warning and alert devices, (sirens, tone-activated receivers, etc.)

C. **Emergency Public Information (EPI) (Annex C):**

CITY MANAGER

1. Pre-designate an information office, which should be the point of contact for the media during disaster situations. In all incidents overlapping with adjacent jurisdictions or requiring response from state or federal agencies. Belton's point of contact should participate fully in a joint information center, **(JIC)**.
2. Coordinate with the various departments concerning the release of public information.
3. Develop procedures for rumor control and information authentication.
4. Clear information with the Incident Commander and chief elected officials before release to the public.
5. Use all news media for the release of information.
6. Maintain and release, as appropriate, EPI's for all identified hazards.
7. Conduct annual programs to acquaint news media with emergency plans.

D. **Damage Assessment (Annex D):**

COMMUNITY DEVELOPMENT DIRECTOR

1. Maintain plans and procedures consistent with those of the state and federal government.
2. Recruit and train personnel.
3. Provide Disaster information to Direction and Control.
4. Assist federal and state officials in damage estimation.
5. Assist in prevention activities by identifying potential problem areas.

E. **Law Enforcement (Annex E):**

BELTON POLICE CHIEF

1. Maintain law and order during emergency operations.
2. Provide necessary support during emergency operations, (i.e., EOC, site security, access control, traffic control, etc.)
3. Provide and/or support communications and warning.

4. Lend support to fire, medical, and other emergency services as dictated by the situation.
5. Coordinate with other law enforcement groups.
6. Train personnel in hazardous materials situations.
7. Implement and/or continue training courses for auxiliaries and reserves.

F. Fire and Rescue (Annex F):

BELTON FIRE CHIEF

1. Control fires during emergency operations.
2. Conduct fire prevention inspections
3. Assist with search and rescue operations.
4. Support traffic control, health and medical, communications, and warning.
5. Respond to hazardous materials incidents.
6. Provide radiological support, including decontamination.
7. Develop plans and guides as necessary.
8. Update plans when required or conditions change.
9. Train personnel in hazardous materials situations.
10. Participate in drills, tests, and exercises.
11. Conduct training courses in self-help fire prevention techniques, as well as fire prevention inspections.

G. Resource and Supply (Annex G):

BELTON FINANCE DIRECTOR

1. Maintain and update resource lists of supplies and personnel for use in disaster situations.
2. Identify potential resource requirements.
3. Coordinate with other agencies and departments to fill resource shortages.
4. Assist with stocking of shelters.
5. Assume control of Donations Management.

H. Hazardous Materials (Annex H):

INCIDENT COMMANDER

1. Train all response personnel, (i.e., police, fire, ambulance, hospital, and public works), to the appropriate level.
2. Work with local hospitals to insure procedures are available to handle contaminated patients and to decontaminate and isolate such patients.
3. Maintain a peacetime radiological accident capability.
4. Maintain the inventory of radiological equipment from the state.
5. Provide initial hazard assessment to response personnel and the general public.
6. Establish an on-scene command post.
7. Lead the initial environmental assessment.
8. Identify personnel and equipment needs.
9. Prescribe personnel protective measures.
10. Issue public warning.
11. Support Damage Assessment activities.
12. Determine when re-entry is possible.

I. Public Works (Annex I):

PUBLIC WORKS DIRECTOR

1. Remove debris and dispose of garbage.
2. Make emergency road and bridge repairs.
3. Restore utility service, especially to critical facilities.
4. Assist with flood control
5. Gather damage assessment information.
6. Provide necessary support to other departments, (i.e., heavy equipment, barricades, etc.).
7. Insure personnel are trained in hazardous materials response.
8. Provide emergency snow/ice management.

J. Evacuation (Annex J):

BELTON POLICE CHIEF

1. Verify evacuation routes and implement evacuation plans.
2. Identify affected facilities or individuals with functional needs, (hospitals, nursing homes, invalids, etc.).
3. Make arrangements to keep essential facilities operating.
4. Furnish to the Public Information Officer instructions regarding evacuation procedures, (i.e., rest areas, fuel stops, etc.), for release to the public.

K. In-Place Shelter (Annex K):

EMERGENCY MANAGEMENT DIRECTOR/ COORDINATOR

1. Maintain emergency public information materials.
2. Advise residents when to seek in-place protective shelter and when to cease such sheltering.
3. Coordinate with the Public Information Officer, Incident Commander, and the local Emergency Alert System (EAS) stations.
4. Advise residents on water and food safety precautions.
5. Advise residents on power restoration precautions in cases where power outages may have occurred.

L. Reception and Care (Annex L):

EMERGENCY MANAGEMENT DIRECTOR/ COORDINATOR

1. Review list of designated temporary lodging and feeding facilities.
2. Review procedures for the management of reception and care activities, (feeding, registration, lodging, etc.).
3. Designate facilities for functional needs groups.
4. Maintain supply of registration forms.

5. Coordinate mass feeding operations with Resource and Supply.

M. Health and Medical (Annex M):

CASS COUNTY HEALTH DEPARTMENT ADMINISTRATOR / BELTON FIRE CHIEF / BELTON REGIONAL MEDICAL CENTER MEDICAL DIRECTOR / COUNTY MEDICAL EXAMINER

1. Provide for public health and sanitation services during an emergency.
2. Coordinate plans with representatives of private health sector to include hospitals, nursing homes, etc.
3. Implement plans for mass inoculation.
4. Review provisions for expanded mortuary services.
5. Develop procedures to augment regular medical staff.
6. Develop plans to provide medical care in shelters.
7. Train personnel in hazardous materials response.

N. Terrorism (Annex N)

BELTON POLICE CHIEF / FIRE CHIEF

1. Respond to a terrorism incident – including Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE), and Cyber terrorism.
2. Coordinate operations with State, Federal agencies.
3. Coordinate incident transition from response to recovery.
4. Identify local personnel and equipment needs.
5. Identify nearest Homeland Security Response Team (HSRT) or Forward Regional Response Team (FRRT) for response to a terrorist incident.

O. Emergency Management Officers (Annex O)

BELTON EMERGENCY MANAGEMENT DIRECTOR

1. Provide for recruitment and training of EM Officers to aid in warning the city populace of natural disasters.
2. Provide such further training so that EM Officers may aid in the staffing of the Emergency Operations Center and to assist other safety agencies within the city with their responsibilities, as directed by the head of those agencies.
3. Equip the EM Officers with equipment so as to ensure proper communication of the Emergency Operations Center with all safety agencies within the city and to aid in the coordination of government, private and volunteer groups responding to an emergency in this city.

P. Animal Control (Annex P)

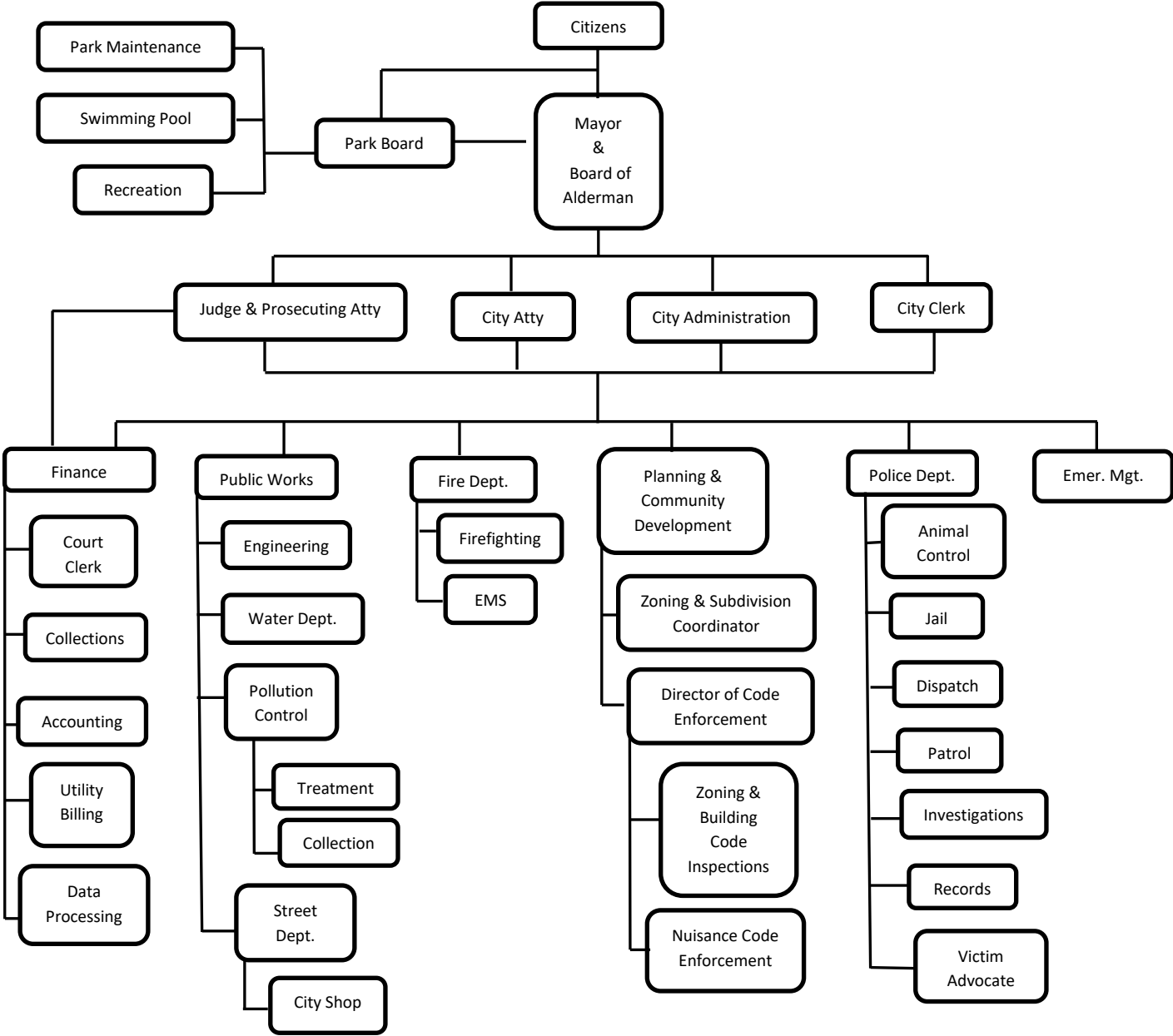
BELTON ANIMAL CONTROL OFFICER/LOCAL AND AREA DOCTORS OF VETERINARY MEDICINE

1. Provide for control of and care of pets and other animals during a disaster.
2. Coordinate plans with representatives of private veterinary clinics and boarding facilities for the transportation, housing, care and feeding of animals displaced during the disaster.
3. Establish procedures with Missouri Conservation, USDA, the Missouri Department of Agriculture and other state or regional agencies for dealing with wild or domestic (livestock) that may be loosed within the city.
4. Create plans for the identification of and disposal of animals, domestic and wild, killed in the disaster.
5. Coordination with local volunteers for control, rescue, care, and disposal of animals during a disaster.

Q. Catastrophic Events (Earthquakes) (Annex Q)

1. A hazard specific annex that provides operational concepts unique to catastrophic events planning and response, and assigns responsibilities of local jurisdictions to meet the needs of local jurisdictions.
2. Defines the roles and responsibilities of local jurisdiction to prepare for, respond to and recover from a catastrophic event (earthquake).
3. Discusses state policies including response tiers and how resources should integrate operations under the local and state Unified Command structures.

**Organization Chart of the Normal Functions
Of the City of Belton, Missouri**



Appendix 3 to the Basic Plan

EMERGENCY (DISASTER) CLASSIFICATION & CONTROL PROCEDURES

I. PURPOSE

To establish emergency/disaster classification and control procedures for local officials and emergency response personnel during periods of emergency/disaster.

II. EMERGENCY CLASSIFICATION

Level 4 Enhanced Monitoring: A small, isolated or potential event that has some indicators that warrant extra attention, enhanced monitoring or external communication. Examples include threat of flood, severe storm, or escalating event. This can also include monitoring of large public events.

Level 3 Partial Activation: An incident or event requiring a partial activation of the EOC with agency/ESF lead activation. A partial activation will occur at the onset and during moderate events such as reports of damage or dedication of local resources beyond their capabilities of sustainment.

Level 2 Full Activation: An incident requiring full activation of the EOC. A major event such as a regional disaster or incident where extensive evacuations are required will initiate a Level 2 Activation. A Level 2 Activation indicates the local response does not have the capabilities to sustain life-saving, incident stabilization or property conservation operations.

Level 1 Full State/Federal Response: An incident requiring full activation of the EOC with State and Federal ESF integration and coordination. Level 1 Activation will occur when extensive Federal resources are needed by the State of Missouri to sustain life- saving, incident stabilization or property conservation operations.

III. RESPONSE PROCEDURES

- A. The dispatcher, upon notification of an emergency, should notify an officer on duty to respond.
- B. The incident commander (or dispatch if already known) should ensure that the Director of Emergency Management is notified of any incident listed on the city's hazard list or any incident that could trigger evacuation, reception and care, sheltering in place.
- C. On-scene command and control of the affected area should be established by the first ranking officer of the responding agency at the scene of the incident.

- D. The responding officer should maintain radio contact with the dispatcher to advise of the situation and to alert additional response agencies as necessary.
- E. The Emergency Management Director should advise the Mayor and the City Manager of the emergency situation and together they should determine at that time whether or not to activate the EOC and assemble its staff.
- F. Should it be decided to assemble the Direction and Control staff, each member of the Direction and Control staff should be contacted by the dispatcher and advised to report to the EOC. The dispatcher should be assisted by the on-duty personnel at the department and/or the Emergency Management Director to make the notifications, if necessary, (See Appendix 2 to Annex A for Direction and Control Staffing Roster/Call-Up List).
- G. After the Direction and Control staff has assembled, the Mayor, City Manager and the Emergency Management Director should determine what personnel may be required to control operations.

IV. NOTIFICATION PROCEDURES

- A. The dispatcher should have available at the communications center the necessary call-up/notification lists which should include names and telephone numbers of individuals and organizations to contact. It is the responsibility of the dispatcher along with each organization/department to see that these lists are kept current.
- B. In some cases it may be the responsibility of the first organization member contacted to notify and/or recall the necessary personnel within that organization to respond to the incident. Therefore, each organization should maintain current internal personnel notification/recall rosters and a means to implement them.
- C. Depending upon the type of emergency, the dispatcher may need to notify/warn special locations such as schools, nursing homes, etc. A list of names and telephone numbers to contact is available with the dispatcher. On-duty personnel and/or Emergency Management Director should assist with this notification.
- D. It is the responsibility of the dispatcher to keep a log of all messages received at, and sent from, the dispatch center. (See Annex A for copies of message and log forms).
- E. Operational procedures/checklists should be established and utilized in so far as possible.
- F. Situations requiring notification that are not covered by these checklists should be handled on a case by case basis by the Emergency Management Director and his/her staff.

**EMERGENCY GOVERNMENT PROCLAMATION AND/OR RESOLUTION OF A
STATE OF EMERGENCY IN * _____ * COUNTY, MISSOURI**

WHEREAS, Belton, Missouri, has encountered _____ conditions, and a threat exists to the lives and property of the people of Belton, Missouri, and:

WHEREAS, that area within the boundaries of Belton, Missouri, are immediately threatened with _____ and curtailing the protection of the lives and property contained in Belton, Missouri, and an emergency exists:

NOW THEREFORE, we, _____, _____, _____, the City Council, Belton, Missouri, and _____, Mayor of the City of Belton, Missouri, hereby declare that a state of emergency exists in Belton, Missouri and we hereby invoke and declare in full force and effect in Belton, Missouri, all laws, statutes, of the State of Missouri, Cass County, Missouri and the City of B e l t o n , Missouri, for the exercise of all necessary emergency authority for the protection of the lives and property of the people of Belton, Missouri, and the restoration of local government with a minimum of interruption.

As pursuant with Chapter 44 of the Revised Missouri State Statutes, County Court Orders, and City Ordinances, as pertinent to:

All public offices and employees of Belton, Missouri, are hereby directed to exercise the utmost diligence in discharge of duties required of them for the duration of the emergency and in the execution of emergency laws, regulations, and directives both state and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and the Belton, Missouri, Emergency Management Agency forces in executing emergency operational plans, and to obey and comply with the lawful directions of properly identified public offices.

In witness, we have hereunto set our hand at ____hours, the ____ day of _____, 20__ A.D.

Mayor, City of Belton

Appendix 4 to the Basic Plan

PROCEDURES FOR REQUESTING STATE AND FEDERAL ASSISTANCE

Assistance from other agencies, such as the Department of Conservation, Department of Natural Resources, U.S. Army Corps of Engineers, etc., can be requested directly by calling the appropriate agency, (See Attachment A to this appendix). State assistance, (Missouri National Guard), may also be requested thru SEMA.

A. SEMA Notification

1. SEMA has a 24-hour Duty Officer (Region A Coordinator 573-645-6646) to request assistance in a disaster or Emergency Situation and should be contacted first.
 - a. SEMA is available at (573) 526-9100.
2. The Missouri State Highway Patrol can relay the information to Troop F in Jefferson City by radio. During working hours, WebEOC, can also be used to transmit messages to the State Emergency Operations Center.

B. General Facts

1. Requests for such assistance can only be made by the Mayor or his/her successor as outlined in this plan, (see Part VI of the Basic Plan, Continuity of Government).
2. Requests should only be made after local resources are exhausted.
3. The State Emergency Management Agency, (SEMA), should be informed prior to making such a request.

C. Procedures

1. Analyze the situation to determine:
 - a. If threat to life or property still exists.
 - b. To insure all local resources are committed.
2. Make the request directly through SEMA using WebEOC. If the telephone or radio is used, a hard copy should follow.
3. Await reply.

Attachment A

Appendix 4 to the Basic Plan

CONTACT NUMBERS

U.S. ARMY CORPS OF ENGINEERS

Kansas City District
601 East 12th Street
Kansas City, MO 64106
Office: (816) 389-2000
Operations: (816) 389-3983
Em. Mgt: (816) 426-6320

NATIONAL WEATHER SERVICE

EAX Warning Control and Training
1803 N. Hwy. 7
Pleasant Hill, MO 64080
(816) 540-6125
(816) 540-6021
Evening hours: Ask for lead forecaster

NATIONAL RESPONSE CENTER

For hazardous chemical and oil spills: (800) 424-8802

U.S. ENVIRONMENTAL PROTECTION AGENCY

Region 7 Office
11201 Renner Blvd.
Lenexa, KS 66219
General Information (913) 551-7003
24 Hour (913) 281-0991

U.S. COAST GUARD

Upper Mississippi River
1222 Spruce Street
St. Louis, MO 63103-2832
(314) 269-2500
24 Hour (314) 269-2332, (866) 360-3386

CHEMTREC 1 (800) 424-9300

MISSOURI DEPARTMENT OF NATURAL RESOURCES

500 NE Colbern Road
Lee's Summit, MO 64086
(816) 251-0700

MISSOURI DEPARTMENT OF HIGHWAY AND TRANSPORTATION

District 4 Engineer

600 NE Colbern Road
Lee's Summit, MO 64086
Office: (816) 607-2000

AMERICAN RED CROSS

K.C. Chapter Emergency (833) 583-3111 (24/7)
K.C. M-F Hours (8:00 am - 5:00 pm) (816) 931-8400
Teri Layton, Territory Manager (Cass County)
Greater Kansas City Chapter
6601 Winchester Ave, Ste. 110
Kansas City, MO 64133
Office: (816) 931-8400
Cell: (417) 208-7280
Email: teresa.layton@redcross.org

FEDERAL AVIATION AGENCY (FAA)

Regional Office

901 Locust Street, Room 101
Kansas City, MO 64106
Hours (7:30 am – 4:00 pm) (816) 329-3050

To report an Aviation emergency or accident (24 hours) (817) 222-5006

CIVIL AIR PATROL (CAP)

CAP National Headquarters
National Operation Center (888)-211-1812

Appendix 5 to the Basic Plan

HAZARD ANALYSIS

This appendix is designed to provide an overview of the hazards that could affect Belton. In general, hazards can be placed into two categories: Natural and technological/man-made hazards.

NATURAL HAZARDS

Tornado

Since Missouri lies to the immediate east of the nation's "tornado alley", its residents are particularly vulnerable to tornadoes. Seventy percent (70%) of Missouri's tornadoes occur during the months of March, April, May and June, but a tornado can occur at any time of the year.

There have been no verified tornadoes on the ground doing damage in Belton, Missouri in its history. From 1950 to 2017, there have been 36 verified tornadoes in Cass County. There have been one (1) death between 1950 and 2017, and 14 reported injuries. Nineteen of the 36 tornadoes were judged to be F-0, (Fujita damage scale, where "0" is little or no damage and "5" is extreme destruction), eleven were judged to be F-1, three (3) tornado was judged to be F-2, and three (3) tornadoes were judged to be rated at F-3. No F-4 or higher rated tornadoes have been reported. (Data obtained from mrcc.illinois.edu)

Note: Tornado data collection began in 1950.

Winter Storms

Although excessive snowfalls with prolonged severe cold or storms producing blizzard conditions are rare in Missouri, they do occur.

A large winter storm accompanied by severe cold could cause numerous secondary hazards, such as power failures, fuel shortages, and transportation incidents. The closure of Interstate 49, due to severe winter weather, could leave Belton with several to many transient "guests."

Floods

The City of Belton participates in the National Flood Insurance Program, (NFIP). Flood plain maps are kept on file with the Engineering Department.

Earthquake

Although earthquakes in the Midwest occur less frequently than on the West Coast, the threat of an earthquake affecting Missouri is high. For more information, see Attachment B to this appendix.

Other

Additional natural hazards that could affect Belton include: Wildfires, drought, prolonged extreme heat, freezing rain, sleet, hail, high winds, and lightning.

TECHNOLOGICAL/MAN-MADE HAZARDS

Hazardous Materials Incidents

Belton is prone to hazardous materials incidents from fixed facilities and transportation accidents, (highway and railway), including pipeline ruptures. The only fixed facility hazards in Belton are fuel dispensing points. No other reportable quantities of hazards are known at fixed facilities. For additional information, see the Mid-American Regional Council, (MARC), Local Emergency Planning Committee, (LEPC), Hazardous Materials Response Plan referenced in Annex H.

Power Failures

The loss or interruption of power can cause significant problems for the businesses and residents of Belton. Power failure can result from another disaster, (i.e., tornado, other thunderstorm winds, winter storm), or as a break-down of facilities.

Loss of Heating Fuel

The loss of natural gas service, (the primary heating fuel for city government, business, and residences, and an important source of fuel for food preparation), would result in significant problems for the city, especially from October through March, and even more so, December through February. Loss of natural gas service might come from a breakdown of facilities, an earthquake or as the result of a prolonged period of bitter cold which could drain supplies coming to the city.

Transportation Incidents

Belton is vulnerable to mass transportation incidents involving highway passenger travel. See Attachment C to this appendix for the Belton/Cass County Transportation/Evacuation Routes Map. A moderate-use rail line, (freight), is located on the western margins of the city.

Urban Fire

Fire is a significant cause of accidental death in the United States, surpassing most natural disasters. Twenty times more deaths are caused by fire than by floods, hurricanes, tornadoes and earthquakes combined. Fires may be accidental or intentional and have the potential to cause major conflagrations, leading to secondary hazards, such as a hazardous materials incident.

Terrorism

Belton, like any other area in the country, is vulnerable to a terrorist attack. An attack of this nature can come in many different forms – bombings, tampering with the local public works’/utilities’ infrastructure, etc.

Nuclear Attack

Cass County is not considered a risk area for nuclear attack. However, there are two types of protective planning used to address this threat.

The first type of planning is “in-place sheltering” should an attack occur with little or no warning. The second type of planning is “crisis relocation” for a risk area. Crisis relocation is only a viable option if the

attack is preceded by a period of heightened tension. This period would then allow area populations at risk to relocate to safer host areas. Cass County could become a host area for a nearby risk in the event of a nuclear attack.

Attachment A
Appendix 5 to the Basic Plan

DAM FAILURE

1. DEFINITION

Dam failure is defined as downstream flooding due to the partial or complete collapse of any impoundment.

2. SITUATION

- A. Dam failure is associated with intense rainfall and prolonged flood conditions. However, dam breaks may also occur during non-excessive rainfall periods as a result of progressive erosion or an embankment collapse by seepage leaks. An earthquake can also cause dam failure.

- B. The greatest threat for dam breaks is to areas immediately downstream. The most seriously affected population would be those persons located in the potential downstream inundation area as identified by the U.S. Army Corps of Engineers or state agencies

Addendum 1 to Attachment A Appendix 5 to the Basic Plan

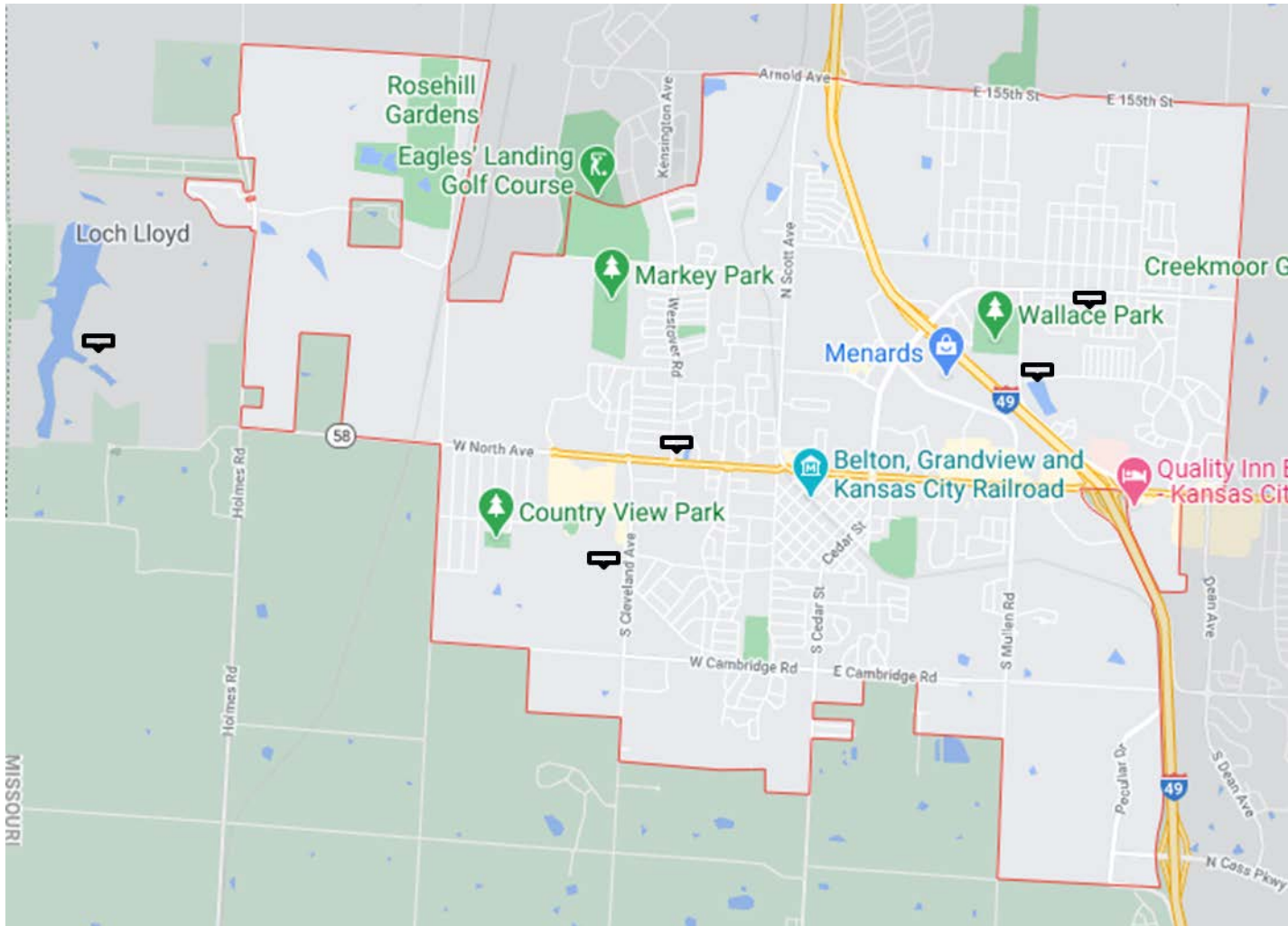
LIST OF DAMS IN BELTON

<u>ID</u>	<u>Name</u>	<u>Maximum Storage (ACRE-FT)</u>	<u>Dam Height (Feet)</u>
1	Cleveland Lake	550	26
2	Springdale Lake	32	15
3	Hillcrest	5	8
4	Several small impoundments on (former) Southview Golf course		
5	163 rd Street		

**Other impoundments within the Mt. Pleasant FPD --- for which Belton FD
has contractual responsibility ---**

1.	Loch Lloyd	800	35
2.	Numerous “farm ponds” / other small lakes		

**Addendum 2 to Attachment A
Appendix 5 to the Basic Plan**



Attachment B
Appendix 5 to the Basic Plan

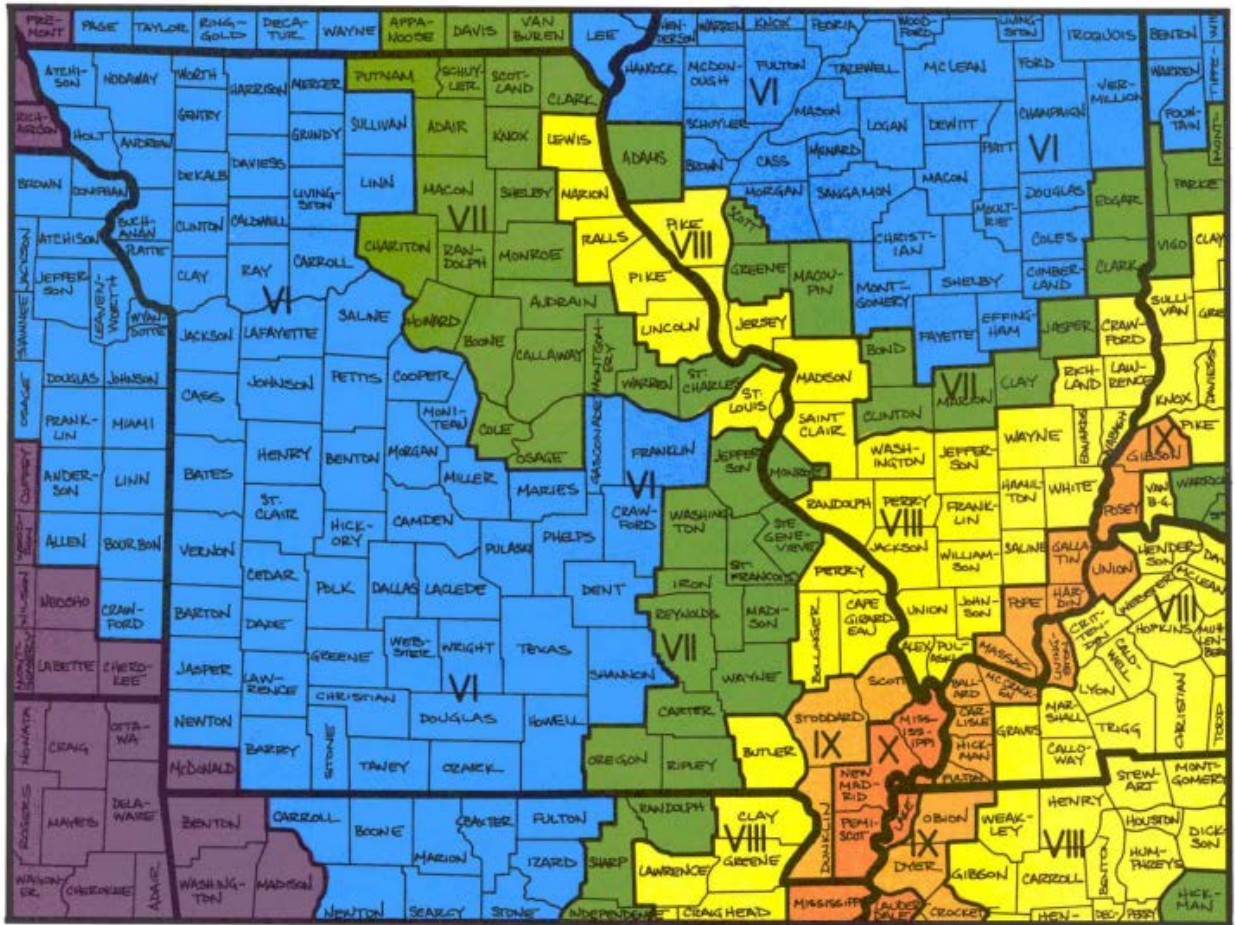
EARTHQUAKE RESPONSE

- A. The Nemaha Uplift runs parallel to the Missouri/Kansas border from Lincoln, Nebraska to Oklahoma City, Oklahoma. Earthquakes along this fault are not expected to be as severe as those in the New Madrid seismic zone, but earthquakes are possible here. The most recent earthquake along the Nemaha Uplift occurred on March 31, 1993 with a magnitude of 3.1 on the Richter scale.
- B. The New Madrid Seismic Zone is centered in Southeast Missouri and Northeast Arkansas, but extends into parts of Illinois, Indiana, Kentucky, Mississippi and Tennessee. The region is considered to pose the greatest danger in the United States and has the highest seismicity level of any area east of the Rocky Mountains. Due to the geology of the area, damage could be spread over a large area of the central United States.
- C. Addendum 1 to this attachment illustrates the projected Modified Mercalli intensities for Missouri should a 7.6 magnitude earthquake occur anywhere along the New Madrid Seismic Zone. Cass County can expect to feel the effects of a level VI intensity on the Modified Mercalli scale. (See Addendum 1 for a list of these effects.)
- D. Earthquakes are more likely to hinder emergency operations than most other disasters or emergencies (i.e., difficulties coordinating services and acquiring resources could be much more critical).
- E. A moderate to major earthquake along the New Madrid Seismic zone could cause injuries and casualties, as well as serious damage to highways, bridges, communications, and utilities.
- F. A seismic event could trigger numerous secondary hazards, such as fires, landslides, flooding, explosions, dam failures, loss of natural gas or electrical service and other hazardous materials incidents.
- G. An earthquake along the New Madrid Seismic Zone could quickly overwhelm a jurisdiction's ability to adequately respond to the situation.
 - 1. Access to and from the damaged area may be severely restricted for hours at least, if not days.
 - 2. Communications and life-support systems may be severely hampered or destroyed.
 - 3. Seismic-caused ground motion and its resulting damage may vary within a geographical region. There could be heavy damage in one area and only slight damage in another area.
 - 4. Initial reports of the earthquake may not reflect the true nature of the problem.
 - 5. A catastrophic earthquake would result in an immediate declaration of a "State of Emergency" by the Governor, followed later by a Presidential Disaster Declaration. This would allow state and federal emergency operations to begin.

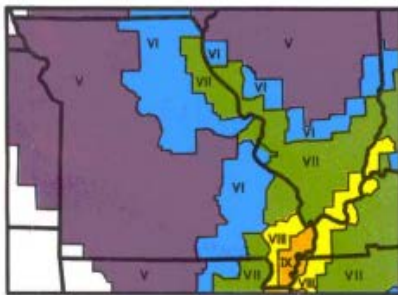
6. Local jurisdictions may have to operate independently with no outside assistance for the first 72 hours after an earthquake, before state and federal assistance arrives.

**Addendum 1 to Attachment B
Appendix 5 to the Basic Plan**

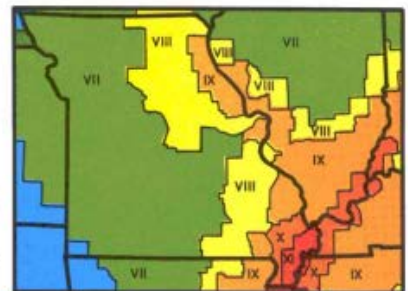
Projected Earthquake Intensities



This map shows the highest projected Modified Mercalli intensities by county from a potential magnitude - 7.6 earthquake whose epicenter could be anywhere here along the length of the New Madrid seismic zone.



This map shows the highest projected Modified Mercalli intensities by county from a potential magnitude - 6.7 earthquake whose epicenter could be anywhere along the length of the New Madrid seismic zone.



This map shows the highest projected Modified Mercalli intensities by county from a potential magnitude - 8.6 earthquake whose epicenter could be anywhere along the length of the New Madrid seismic zone.

MODIFIED MERCALLI INTENSITY SCALE

- I People do not feel any Earth movement.
- II A few people might notice movement.
- III Many people indoors feel movement. Hanging objects swing.
- IV Most people indoors feel movement. Dishes, windows, and doors rattle. Walls and frames of structures creak. Liquids in open vessels are slightly disturbed. Parked cars rock.
- V Almost everyone feels movement. Most people are awakened. Doors swing open or closed. Dishes are broken. Pictures on the wall move. Windows crack in some cases. Small objects move or are turned over. Liquids might spill out of open containers.
- VI Everyone feels movement. Poorly built buildings are damaged slightly. Considerable quantities of dishes and glassware, and some windows are broken. People have trouble walking. Pictures fall off walls. Objects fall from shelves. Plaster in walls might crack. Some furniture is overturned. Small bells in churches, chapels and schools ring.
- VII People have difficulty standing. Considerable damage in poorly built or badly designed buildings, adobe houses, old walls, spires and others. Damage is slight to moderate in well-built buildings. Numerous windows are broken. Weak chimneys break at roof lines. Cornices from towers and high buildings fall. Loose bricks fall from buildings. Heavy furniture is overturned and damaged. Some sand and gravel stream banks cave in.
- VIII Drivers have trouble steering. Poorly built structures suffer severe damage. Ordinary substantial buildings partially collapse. Damage slight in structures especially built to withstand earthquakes. Tree branches break. Houses not bolted down might shift on their foundations. Tall structures such as towers and chimneys might twist and fall. Temporary or permanent changes in springs and wells. Sand and mud is ejected in small amounts.
- IX Most buildings suffer damage. Houses that are not bolted down move off their foundations. Some underground pipes are broken. The ground cracks conspicuously. Reservoirs suffer severe damage.
- X Well-built wooden structures are severely damaged and some destroyed. Most masonry and frame structures are destroyed, including their foundations. Some bridges are destroyed. Dams are seriously damaged. Large landslides occur. Water is thrown on the banks of canals, rivers, and lakes. Railroad tracks are bent slightly. Cracks are opened in cement pavements and asphalt road surfaces.
- XI Few if any masonry structures remain standing. Large, well-built bridges are destroyed. Wood frame structures are severely damaged, especially near epicenters. Buried pipelines are rendered completely useless. Railroad tracks are badly bent. Water mixed with sand, and mud is ejected in large amounts.
- XII Damage is total, and nearly all works of construction are damaged greatly or destroyed. Objects are thrown into the air. The ground moves in waves or ripples. Large amounts of rock may move. Lakes are dammed, waterfalls formed and rivers are deflected.

Intensity is a numerical index describing the effects of an earthquake on the surface of the Earth, on man, and on structures built by man. The intensities shown in these maps are the highest likely under the most adverse geologic conditions. There will actually be a range in intensities within any small area such as a town or county, with the highest intensity generally occurring at only a few sites. Earthquakes of all three magnitudes represented in these maps occurred during the 1811 - 1812 "New Madrid earthquakes." The isoseismal patterns shown here, however, were simulated based on actual patterns of somewhat smaller but damaging earthquakes that occurred in the New Madrid seismic zone in 1843 and 1895.

Prepared and distributed by
 THE MISSOURI STATE
 EMERGENCY MANAGEMENT AGENCY
 P.O. BOX 116
 JEFFERSON CITY, MO 65102
 Telephone: 573-526-9100

SECTION VIII

D

R2021-78

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 WITH HDR ENGINEERING, INC. TO PERFORM ADDITIONAL DESIGN SERVICES FOR THE ROUTE 58 AND POWELL ROAD MULTIMODAL TRAFFIC RELIEF PROJECT IN THE AMOUNT OF \$61,344.00 INCREASING THE AMOUNT OF THE DESIGN PROJECT TO \$477,651.00.

WHEREAS, on August 27, 2019 HDR Engineering, Inc. was approved (R2019-79) to perform engineering and design services for the Route 58 and Powell Road Multimodal Traffic Relief Project. This project includes the removal of the connection of Peculiar Drive to Route 58, the connection of 173rd Street from Peculiar Drive to Mullen Road, revision to the Route 58 and Powell Road intersection, and additional lanes to Route 58 between Powell Road and I-49 southbound ramps; and

WHEREAS, initially, the project had several potential designs that the consultant worked on until the current design was approved. Because of this additional due diligence, there has been added design expense. Also, MoDOT has now required an archeological survey and additional design details that were not in the original scope. The original approved cost was \$416,307.00. The Supplemental Agreement No. 1 is for \$61,344.00 making the new cost \$477,651.00. Funding is available in the FY22 budget.

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

SECTION 1. That the Supplemental Agreement No. 1 with HDR Engineering, Inc. to perform additional required design of the Route 58 and Powell Road Multimodal Traffic Relief Project in the amount of \$61,344.00, herein attached and incorporated as **Exhibit A**, 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

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement (R2019-79) dated August 27th, 2019 between the City of Belton, Missouri and HDR Engineering, Inc. for design of project STP-3003(006). The purpose of this Supplemental Agreement is to compensate for additional design services to add lanes per MoDOT direction on Route 58 and complete a MoDOT requested Archeological Survey (See scope revisions in **EXHIBIT 1**). These additional services shall be in an amount not to exceed Sixty One Thousand Three Hundred and Forty-Three Dollars (\$61,343.00) without further authorization. Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: _____

ENGINEER: HDR Engineering, Inc.

BY: _____

BY: 
Joseph Drimmel (Sep 16, 2021 14:53 CDT)
Joseph E. Drimmel, P.E.

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: Sep 16, 2021

ATTEST:

BY: _____

BY: 
Elizabeth C. Buell (Sep 16, 2021 14:58 CDT)

TITLE: _____

TITLE: Assistant Secretary

DATE: _____

DATE: Sep 16, 2021

Executed by the City/County on the ____ day of _____, 20__.

**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 1
(October 12, 2021)**

DESIGN Phase Services (Additional):

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Engineer	462	\$42.80	\$19,775.00
Labor Subtotal			\$19,775.00
Overhead (est. at 155.9925%)			\$30,848.00
Fixed Fee (14.4%)			\$7,290.00
Subtotal			\$57,913.00

Other Direct Costs

Misc. Survey Research	\$50.00
Travel	\$158.00
Subtotal	\$208.00

Subconsultant – Missouri State – Center for Arch. Research **\$3,223.00**

Total Supplemental Agreement No. 1 **\$61,344.00**

Summary (Construction or Design Phase):

Original Agreement	\$416,307.00
Supplemental Agreement	\$61,344.00
Total	\$477,651.00

**City of Belton – Route 58 Multimodal Improvements,
Belton, MO
SUPPLEMENT #1 - SCOPE OF SERVICES
September 13, 2021**

The following includes two scope of services changes to the original Route 58 Multimodal Improvements agreement (#R2019-79) scope of services. The two primary scope changes include the addition of travel lanes on Route 58 and the request by MoDOT for an Archeological Survey. The schedule for completion of remaining tasks is hereby provided.

SCHEDULE REVISIONS:

1. Task 6: NEPA Compliance, Revised Completion date – December 1, 2021
2. Task 8: Final Bid Plans – February 1, 2021

SCOPE OF SERVICES REVISIONS:

1. Additional travel lanes on Rte. 58 between I-49 SB ramps and Powell Road

HDR will incorporate an additional eastbound and westbound travel lane on Route 58 from the I-49 SB ramps west to Powell Road into the project plans. These additional lanes were excluded from the original scope of work and were not included in the 30-percent or original 60-percent design. Adding these lanes along Rte. 58 results in additional design hours to update the 60-percent plans to include expanded roadway plans, striping, signage, traffic signal, lighting, sidewalks with ramps, stormwater, and other incidental design, as well as a new retaining wall layout. These added lanes expand the limits of the project and requires re-mobilization of the survey crew to the site to pick up additional survey east along Route 58 to I-49 SB Ramp intersection.

2. Archeological Survey

Following a review of the Request for Environmental Review (RER), MoDOT staff requested an archeological survey be conducted in the undeveloped areas where we have designed 173rd to connect through to Peculiar Avenue (frontage road). This archeological survey was not originally in the scope since the original scope of services was based on the traffic alternative proposed in the previous traffic study by another consultant.

To complete the MoDOT requested Archeological Survey, HDR proposes to add Kevin Cupka Head, Director of the Center for Archaeological Research at Missouri State University (MSU), to the project team. MSU will perform the work as a sub-consultant to HDR. The Archeological Survey will have the following scope:

1. Review the records maintained by the Missouri State Historic Preservation Office (SHPO) of the Missouri Department of Natural Resources (MoDNR) in Jefferson City;
2. Perform a pedestrian field survey of the proposed project area using methods acceptable to the Missouri SHPO. This will generally consist of a pedestrian visual survey and potentially shallow excavations using hand equipment;

3. Preparation of a short-form report, along with site record forms; and,
4. Curation of any recovered materials and records.

The fieldwork for the survey area will begin within 14 days of receiving a Notice to Proceed. The fieldwork should take no longer than two days to complete and the report would be completed within four weeks after the fieldwork is finished. MSU will need landowner permission from the City to enter the property and perform the survey.

The proposed fees are **\$3,223.33** to complete tasks 1 through 4.

MSU being a State Institution, has insurance and indemnification limitations and will not be able to fully meet the City's contract requirements. We understand the City has reviewed these limitations and are agreeable to the revisions. Therefore, work performed under this amendment will have the following contract revisions:

- Add paragraph A. to Article XVII. Liability and Indemnity as indicated below:
 - A. To the fullest extent permitted by law, and without waiving its sovereign or governmental immunity Missouri State University will indemnify, defend and hold Engineer, Owner, their employees, officers, directors, and agents harmless from and against all liability, claims, losses, costs, expenses and fees arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions or infringement of intellectual property rights by Subconsultant, its agents, employees, subconsultants or suppliers.
- Add paragraph F. to Article XX. Insurance as indicated below:
 - F. Missouri State University, as a Missouri public institution of higher education, does not maintain general liability insurance, nor can it agree to indemnify and hold harmless the Engineer, Owner, their employees, officers, directors, or agents. Instead, the school relies on the State Legal Expense Fund set forth in Missouri Revised Statutes 105.711, as administered by the Office of the Attorney General of the State of Missouri. Further, certificates of insurance are not applicable and will not be provided.

Contract Supplement #1

City of Belton - Route 58 Multimodal Improvements
Hour and Fee Estimate - HDR Engineering, Inc.

Hours

	Proj	Pnc	Proj	Mgr	Sr. Eng	Engineer	Sr Trans Planner	EIT	QC	Surveyor	Field Crew	Sr Env Planner	Admin	CADD	Survey Tech	Total Hrs
0	Project Management	2	0	12	0	2	0	0	0	0	0	0	0	0	0	16
	Subtotal	2	0	12	0	2	0	0	0	0	0	0	0	0	0	16
1	Data Collection	0	0	0	0	0	0	0	0	14	93	0	0	0	26	133
	Subtotal	0	0	0	0	0	0	0	0	14	93	0	0	0	26	133
5	5.1 Plan Sheets															
	Roadway Plan Sheets (20 Scale)			4	8	2										30
	Roadway Profile Sheets			2	4											8
	Storm Sewer Profiles			16		2										26
	Drainage Area Map			2		1										3
	Drainage Calculations			16		1										17
	Cross Sections at 50'			4	16	1										33
	Traffic Signals			16	20	2										54
	Signing and Pavement Marking			1	2											7
	Lighting			12	20	1										41
	Retaining Wall			16	32	2										50
	5.2 Quantities & Cost			4	8	12	2									26
	5.4 Other Meetings			4	4	4										12
	Subtotal		0	0	63	148	0	12	18	0	0	0	0	0	66	0
6	NEPA Reviews/CE2			2								4				6
	Subtotal			2								4				6
	GRAND TOTAL	2	2	75	148	0	12	20	14	93	4	4	0	66	26	462

Direct Labor Costs

	Hours	Hourly Rate	Dollars
Proj Princ	2	110.00	220
Proj Mgr	2	80.00	160
Sr. Eng	75	65.00	4,875
Engineer	148	40.00	5,920
Sr Trans Planner	-	48.00	-
EIT	12	30.00	360
QC	20	80.00	1,600
Surveyor	14	50.00	700
Field Crew	93	30.00	2,790
Sr Env Planner	4	65.00	260
Admin	-	40.00	-
CADD	66	30.00	1,980
Survey Tech	26	35.00	910
Total	462		19,775

Subconsultants/Vendors

Missouri State - Center for Arch. Research 3,223

Total Subconsultants	3,223
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Estimated Direct Costs

GTR/Title Work (?)	50
Misc survey research	0
Reproduction services	0
Telephone/Fax	
Survey traffic control	
Postage	
Travel	158
Total Direct Costs	208

HDR Estimated Costs plus Fixed Fee

Direct Labor Costs	19,775
Overhead (1.559925)	30,848
Fixed Fee (0.144)	7,290
Labor, Overhead, Fixed Fee	57,913
Dir Design Expenses (Dir Costs)	208
Total HDR Fee Estimate	\$58,121

Total Fee Estimate

HDR Fee Estimate	\$58,121
Subconsultants/Vendors	3,223
Total	\$61,344

SECTION VIII

E

R2021-79

A RESOLUTION APPROVING TASK AGREEMENT 2021-20 WITH JCI INDUSTRIES, INC. FOR AERATOR NO. 3 REPLACEMENT NEEDS AT THE WASTEWATER TREATMENT FACILITY IN THE NOT-TO-EXCEED AMOUNT OF \$69,710.00.

WHEREAS, at the Wastewater Treatment Facility, there are 10 aerators that are used to supply oxygen during the treatment process. Most of the aerators operate consistently. Aerator No. 3 has surpassed its service life and needs to be replaced. This item is a major component in the processing of wastewater. During summer months, when water temperatures rise, this can cause lower oxygen which raises wastewater ammonia levels. It is vital to the treatment process that Aerator No. 3 is repaired or replaced promptly. This will assist with the proper treatment process and help comply with Missouri Department of Natural Resources treatment standards; and

WHEREAS, using On-Call Professional Services Contractor for Water, Wastewater, Stormwater, and Other City Assets (R2021-48), Staff contacted JCI Industries, Inc. for Aerator No. 3 replacement needs under Task Agreement 2021-20 in the not-to-exceed amount of \$69,710.00. This is an 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 2021-20 with JCI Industries, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$69,710.00 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: October 26, 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 Wastewater Treatment Facility has 10 aerators that are used to supply oxygen during the treatment process. Most of the aerators operate consistently. Aerator No. 3 has surpassed its service life and needs to be replaced. This item is a major component in the processing of wastewater. During summer months when water temperatures rise, this can cause lower oxygen that raises wastewater ammonia levels. It is vital to the treatment process that Aerator No. 3 is replaced promptly. This will assist with the proper treatment process and help comply with Missouri Department of Natural Resources treatment standards.

Using On-Call Professional Services Contract for Water, Wastewater, Stormwater, and Other City Assets (R2021-48), Staff contacted JCI Industries, Inc. for Aerator No. 3 replacement needs. This work will consist of replacement of the shaft bar, aerator discs, pillow bearings, rebuild gearbox, crane rental, and installation.

Staff recommends approving Task Agreement No. 2021-20 with JCI Industries, Inc. in the not-to-exceed amount of \$69,710.00 under JCI’s On-Call Professional Services Contract (R2021-48) for Aerator No. 3 replacement needs. This is a FY2022 budget-approved item.

FINANCIAL IMPACT

Contractor:	JCI Industries, Inc.	
Amount of Request/Contract:	\$	69,710.00
Amount Budgeted:	\$	450,000.00
Funding Source:	660-0000-495-7300	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approval of Task Agreement No. 2021-20 with JCI Industries, Inc. for Aerator No. 3 replacement needs at the Wastewater Treatment Facility in the not-to-exceed amount of \$69,710.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement No. 2021-20 and Scope of Work



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

Contract: On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-48)

Ordinance or Resolution: n/a	Task Agreement No: TA 2021-20	Funding Amount: \$69,710.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
------------------------------	-------------------------------	---

Project Title: Replace Aerator 3

Contractor/Consultant (including subs): JCI Industries, Inc.	Division and Staff Project Manager: Water Services - Rex Olinger
--	---

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

PROJECT Scope (can be in the form of an attachment): Replace Aerator 3 Gear Reducer, bearings shaft and discs. Not to Exceed \$69,710.00
See attached JCI Quote # 0781558802J_B.

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	Acting City Manager: Sheila Ernzen	Project Manager: Shannon Brown	Company Principal (if different): Dirk Bennett, P.E.
Signature:	Signature: _____	Signature:	Signature:
Date: 10/18/21	Date: _____	Date: 10-13-21	Date: 10-13-21

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-48) effective on June 9, 2021.

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



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Thursday, October 7, 2021

Belton MO, City of
506 Main Street
Belton, MO 64012

Phone: 816-331-7789
Fax: 816-322-4620

Attention: Rex Olinger

Subject: AERATOR # 3 REPAIR

Quotation #: 0781558802J_B
Please refer to this number when ordering

Rex Olinger:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Jonathan Burri

Jonathan Burri
Service Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607



JCI Industries, Inc.
 1161 SE Hamblen Rd.
 Lee's Summit, MO 64081
 Tel: 816-525-3320
www.jciind.com

Thursday, October 7, 2021

Quote #: 0781558802J_B

Item	Description	Qty	Subtotal
1.00	AERATOR # 3 REPAIR	1	\$69,710.00
	<ul style="list-style-type: none"> • JCI TO PROVIDE CRANE TO REMOVE SHAFT AND GEARBOX • REMOVE SHAFT AND GEARBOX • DELIVER EQUIPMENT TO JCI • PERFORM INSPECTION ON ALL EQUIPMENT • PURCHASE NEW 1045 PRECISION SHAFTING BAR • MAKE SKETCH OF OLD SHAFT • FINISH MACHINE NEW SHAFTING BAR TO MATCH OLD SHAFT • PURCHASE AND INSTALL NEW AERATOR DISCS • PURCHASE AND INSTALL NEW PILLOW BLOCK BEARINGS • REBUILD GEARBOX MOUNTING ONSITE • PURCHASE AND INSTALL NEW GEARBOX • INSTALL NEW SHAFT ASSEMBLY • STARTUP AND TEST UNIT • CRANE RENTAL INCLUDED 		

ANY ADDITIONAL WORKSCOPE WILL BE QUOTED AFTER INSPECTION

Subtotal	\$69,710.00
Total	\$69,710.00

Terms & Conditions	
Lead Time To Be Scheduled	Payment Terms Net 20
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

STANDARD TERMS OF SALE

- 1. Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
- 3. Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
- 4. Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting therefrom.
- 9. Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
- 12. Credit Approval:** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- 13. Back Charges:** JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

SECTION VIII

F

R2021-80

A RESOLUTION APPROVING TASK AGREEMENT NO. 15 WITH WILSON & COMPANY TO PREPARE A CITY OF BELTON NORTHWEST AREA PLAN IN THE NOT-TO-EXCEED AMOUNT OF \$99,966.00.

WHEREAS, the northwest area of the City of Belton has been receiving a lot of interest for development because of its location in the Kansas City metropolitan area. It is a large, undeveloped area that has become more desirable for development with the construction of the Kenneth Road bridge. It now has a great pathway to southern Overland Park and Corporate Woods. Before the land can be developed, a new area plan must be completed. The area plan defines future zoning, land uses, street location and type, sewer, schools, police and fire protection, parks, and amenities and gives the framework of what the City desires to be constructed to developers; and

WHEREAS, after the area plan is completed, it will be added through the City's Planning Commission to the City's Comprehensive Plan. This study will be completed for the area of 155th Street to Route 58, Holmes Road to just east of Prospect Avenue by Wilson and Company under Task Agreement No. 15 using their On-Call Professional Services Contract (R2020-30) in the not-to-exceed amount of \$99,966.00. This is an FY2022 budget-approved item.

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

SECTION 1. That Task Agreement No. 15, herein attached and incorporated to this Resolution as **Exhibit A**, with Wilson & Company in the not-to-exceed amount of \$99,966.00 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: October 26, 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 northwest area of the City of Belton has been receiving a lot of interest for development because of its location in the Kansas City metropolitan area. It is a large, undeveloped area that has become more desirable for development with the construction of the Kenneth Road bridge. It now has a great pathway to southern Overland Park and Corporate Woods. Before the land can be developed, a new area plan must be completed. The area plan defines future zoning, land uses, street location and type, sewer, schools, police and fire protection, parks, and amenities and gives the framework of what the City desires to be constructed to developers.

After the area plan is completed, it will be added through the City’s Planning Commission to the City’s Comprehensive Plan. This study will be completed for the area of 155th Street to Route 58, Holmes Road to just east of Prospect Avenue by Wilson and Company under Task Agreement No. 15 using their On-Call Professional Services Contract (R2020-30). This is an FY2022 budget-approved item.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wilson & Company
Amount of Request/Contract: \$	99,966.00
Funding Source:	010-4000-400-3020

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement No. 15 with Wilson & Company to prepare a City of Belton Northwest Area Plan in the not-to-exceed amount of \$99,966.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A: Task Agreement No. 15 with Scope of Work



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: On-Call Professional Services Contract – R2020-30

Ordinance or Resolution:

Task Agreement No: 15

Funding Amount: \$99,966.00

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title: **City of Belton Northwest Area Plan**

Contractor/Consultant (including subs): Wilson & Company

Division and Staff Project Manager: Greg Rokos, Public Works Director

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Scope attached

Staff Signatures

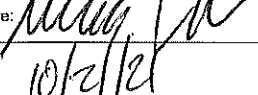
Partner Signatures

Public Works Director:
Greg Rokos

Acting City Manager:
Sheila Ernzen

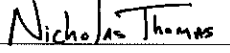
Project Manager:

Company Principal (if different):

Signature: 
Date: 10/21/21

Signature: _____
Date: _____

Signature: _____
Date: _____

Signature: 
Date: 10/19/2021

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 23rd day of June, 2020.

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

Belton, Missouri Northwest Area Plan

Task Agreement 15

1. Vision & Goals

TASK DESCRIPTION: Establish a project team and host a kick-off meeting to identify objectives, quantifiable goals and deadlines. Meetings will be held on an as-needed basis with stakeholders, major landowners and area developers. This effort will create the overall vision for the project and convey the need for a well thought out strategic growth plan for the undeveloped northwest portion of Belton.

The area to be studied is bound by 155th St. to the north, 171st St. to the south, Holmes Rd. to the west and Prospect Ave. to the east.

Deliverables:

- Project kick-off meeting.
- Establish project timeline.
- Identify the project direction and vision.
- Summarize previous planning efforts and quantifiable objectives.
- Understand current development interest, activity and constraints.

2. Existing Conditions

TASK DESCRIPTION: Wilson & Company staff will gather GIS and parcel data from the City and other available resources. A baseline community profile will be created to understand existing economics and how future development may affect these statistics. Staff will review the current zoning regulations to understand any roadblocks that are present within the existing Unified Development Ordinance (UDO). Staff will also conduct a concept level drainage & stormwater review to identify the need for any major drainage structures, as well as a review of existing & proposed infrastructure including roads, water and sanitary sewer.

DELIVERABLES:

- Summary of existing conditions, including roadway, storm sewer, water, and sanitary sewer networks as well as baseline demographic statistics.
- Analysis of topography and environmental constraints, to assess impacts of drainage and existing floodplain on future development.
- Identify any necessary changes to the UDO needed to implement the direction of the plan.
- Regional setting analysis to understand high-level marketability of area.
- Identification of existing community facilities including parks, schools, police & fire protection and other facilities as directed by the City.

3. Land Use

TASK DESCRIPTION: Staff will also review the future land use plan to ensure cohesiveness with the northwest area plan. Residential and non-residential plan scenarios will be tested to develop a framework land use plan to understand infrastructure needs to support any proposed developments. Dwelling units per acre will be explored conceptually to understand ideal thresholds, however, the project design stage will provide scenarios on how differing densities affect the overall built environment. The City's subdivision regulations will be reviewed to test the desired development and recommended regulation changes will be provided.

DELIVERABLES:

- Establish a residential and non-residential land use plan.
- Identify public facility needs, including:
 - Location of police/fire station(s).
 - Location of school(s)
 - Trail corridor and connection with the regional system.
 - Suitable park locations.
- Explore residential densities, DU/acre and by type.
- Establish subdivision regulations that create the desire density and built environment, to include access, minimum/maximum lot dimensions, setbacks, height and massing.

4. Draft Area Plan

TASK DESCRIPTION: A set of architectural and aesthetic guidelines will be created to ensure a top tier development through landscaping, lighting, architectural vernacular and massing. An analysis on roadway hierarchy will be provided through typical cross sections for differing road types such as arterial, collector and local streets. An analysis will also be provided to understand water and sanitary sewer capacity and connection needs as well as locations and preliminary sizing of major drainage structures

DELIVERABLES:

- Create three conceptual development scenarios with differing emphasis on parks, density, open space and a more urban environment.
- Create alternative development scenarios to understand how many lots will be produced at differing lot sizes.
- Establish architectural/aesthetic standards.
- Provide draft changes to the code.
- Identify typical roadway sections to establish network hierarchy.
- Provide sanitary sewer runoff calculations and sizing based on projected land use and density to identify concept locations for future lift station, routing network, and connection(s) to existing main.

- Provide storm sewer runoff calculations, sizing, and locations for any major drainage structures at roadway crossings.
- Provide necessary fire flow calculations for primary water main loop around the development based on connection(s) to existing main.
- Identify need/location for future water storage tank.

5. Implementation

TASK DESCRIPTION: This effort will be key in the practical application of the plan. Conceptual ideas and layouts will meet an engineering analysis to ensure the recommendations from the plan help ensure the City of Belton achieve quality high-end residential and mixed-use developments. Staff will take all ideas and edits from throughout the entire process and package a final plan for review and approval from City Departments.

DELIVERABLES:

- Develop conceptual infrastructure cost estimates.
- Convey and illustrate changes to the code.
- Outline next steps and responsibilities.
- Generate Final Plan document.



✱ Public Meeting / Open House

SECTION IX

B

BILL NO. 2021-62

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AMENDING SECTION 9-78, TIME FOR FILING DECLARATION OF CANDIDACY, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO CONFORM WITH CHANGES SET OUT IN HOUSE BILL 271.

WHEREAS, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, from time to time, the Code of Ordinances may be amended, supplemented, modified, or repealed by the City Council; and

WHEREAS, the Missouri House and Senate passed and the Governor of Missouri signed into law H.B. 271; and

WHEREAS, H.B. 271, in part, amended Chapter 115 of the Missouri Revised Statutes by amending Section 115.127(5), which changes the filing period for declarations of candidacy to start 17 Tuesdays prior to the election and end 14 Tuesdays prior to the election; and

WHEREAS, the City Council desires to amend the Code of Ordinances to conform to H.B. 271.

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

Section 1. That Chapter 9, Section 9-78 of the Code of Ordinances, City of Belton, Missouri, is hereby amended as detailed in **Exhibit A**, herein attached and incorporated to the Ordinance.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: October 26, 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

Exhibit A

Sec. 9-78. Time for filing declaration of candidacy.

Declarations of candidacy for an office to be elected at an annual election shall be filed in the office of the city clerk not earlier than 8:00 a.m. the **17th Tuesday** prior to the election, and not later than 5:00 p.m. on the **14th Tuesday** prior to said annual election.

(Code 1976, § 9-9; Ord. No. 66-237, § 9, 1-24-1966; Ord. No. 77-913, § 1, 12-27-1977; Ord. No. 79-981, § 1, 2-27-1979; Ord. No. 81-1132, § 1, 3-24-1981; Ord. No. 85-1593, § 1, 12-10-1985; Ord. No. 88-1839, § 1, 9-13-1988; Ord. No. 89-1916, § 1, 9-12-1989; Ord. No. 96-2407, § 1, 10-8-1996; Ord. No. 2003-3011, § 1, 10-28-2003)

State law reference(s)—Time and form for filing declarations of candidacy generally, **RSMo 115.127**.

SECTION IX

C

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION FOR MUNICIPAL OFFICERS TO BE HELD ON APRIL 5, 2022.

WHEREAS, the seventy-ninth General Assembly of the State of Missouri, in its first regular session, passed the Comprehensive Election act of 1977 as amended, which provides that the municipal Election Day shall be the first (1st) Tuesday in April of each year, and

WHEREAS, according to the Belton City Charter Section Article X, 10.1(a), Municipal Elections, the regular municipal election shall be held on the first (1st) Tuesday in April, or such day as may be mandated by State Law; and

WHEREAS, according to the Belton City Charter Section Article III, 3.2(c), Council Election and Terms, City Council members shall be elected to serve staggered three-year terms.

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

Section 1. That the annual election of officers of the City shall be held on the 5th day of April, 2022, in conformance with the Statutes of the State of Missouri and ordinances of the City of Belton. At said election there shall be elected the following:

- (a) One (1) member of the City Council in Ward 1 for the full term of three (3) years.
- (b) One (1) member of the City Council in Ward 2 for the full term of three (3) years.
- (c) One (1) member of the City Council in Ward 3 for the full term of three (3) years.
- (d) One (1) member of the City Council in Ward 4 for the full term of three (3) years.

Section 2. The City Clerk of the City of Belton is empowered to do each act necessary to comply with the Comprehensive Election Act of 1977 as amended and give notice as required by law. Candidate filing opens on December 7, 2021, and will close on December 28, 2021.

Section 3. That the City Clerk shall provide the County Clerk of Cass County, Missouri, an election order including legal notice of said election, suggested polling places and ballot layouts for said election within the City in accordance with the Missouri Revised Statutes.

Section 4. In accordance with the laws of the State of Missouri, the election authority shall certify the results of said election to the City Council of the City of Belton, who, in turn, shall certify said returns as provided for by law with said certification taking place at the first meeting of the City Council, regular or special, after the aforesaid election providing said certification is available.

Section 5. That the provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part thereof.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR FIRST TIME: October 26, 2021

READ FOR 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 26th of October, 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 CALLING AN ELECTION IN THE CITY OF BELTON, MISSOURI TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR STREETS AND ROADS.

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

Section 1. The City Council finds it necessary and hereby declares its intent to issue its general obligation bonds to construct, reconstruct and improve the streets and roads of the City (the “Projects”).

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

Question 1.

Shall the City of Belton, Missouri, issue its general obligation bonds in the amount of \$21,000,000 to construct, reconstruct, extend and improve the streets and roads of the City, and to acquire any easements and rights-of-way?

YES
NO

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

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

Section 5. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Projects, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Projects is \$21,000,000.

Section 6. This Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: October 26, 2021

READ FOR THE SECOND TIME AND PASSED:

Approved this ___ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

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

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

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

NOTICE OF ELECTION

CITY OF BELTON, MISSOURI

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

**OFFICIAL BALLOT
CITY OF BELTON, MISSOURI**

APRIL 5, 2022

Question 1.

Shall the City of Belton, Missouri, issue its general obligation bonds in the amount of \$21,000,000 to construct, reconstruct, extend and improve the streets and roads of the City, and to acquire any rights-of-way?

YES
NO

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

Said election shall be held at the following polling places:

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

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

Dated: _____

County Clerk of Cass County, Missouri

SECTION IX

E

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AMENDING CHAPTER 3, INTOXICATING LIQUOR, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO CONFORM WITH CHANGES SET OUT IN SENATE BILL 126.

WHEREAS, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, from time to time, the Code of Ordinances may be amended, supplemented, modified, or repealed by the City Council; and

WHEREAS, the Missouri General Assembly passed and the Governor of Missouri signed into law S.B. 126; and

WHEREAS, S.B. 126, in part, amended Chapter 311 of the Missouri Revised Statutes by adding Section 311.202, which authorizes persons licensed to sell intoxicating liquor by the drink for on-premises consumption to sell retailer-packaged alcoholic beverages to customers in tamperproof containers for off-premises consumption subject to certain conditions; and

WHEREAS, S.B. 126, in part, amended Chapter 311 of the Missouri Revised Statutes by standardizing Sunday hours of operation for those permitted to conduct such business on Sunday; and

WHEREAS, the City Council desires to amend the Code of Ordinances to conform to S.B. 126.

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

- Section 1.** That Chapter 3 of the Code of Ordinances, City of Belton, Missouri, is hereby amended by adding Section 3-31 as detailed in **Exhibit A**, incorporated as if fully set forth herein by reference hereto.
- Section 2.** That Chapter 3, Sections 3-3 and 3-13 of the Code of Ordinances, City of Belton, Missouri, are hereby amended as detailed in **Exhibit B**, herein attached and incorporated to the Ordinance.
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.
- Section 4.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: October 26, 2021

READ FOR THE SECOND TIME AND PASSED:

Approved this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

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

Sec. 3-31. Retailer-packaged alcoholic beverages to customers in containers for consumption off premises.

- (a) Notwithstanding any provision of law to the contrary, any person who is licensed to sell intoxicating liquor by the drink for consumption upon the premises where sold may sell retailer-packaged alcoholic beverages to customers in containers, filled on such premises by an employee of the retailer who is at least 21 years of age, for off-premises consumption, if all the following requirements are met:
- (1) The container of the alcoholic beverage must be rigid, durable, leakproof, sealable and designed to prevent consumption without the removal of the tamperproof cap or seal. A sealable container does not include a container with a lid with sipping holes or openings for straws.
 - (2) The container must be either placed in a one-time-use, tamperproof, transparent bag that is securely sealed or the container opening must be sealed with tamperproof tape. For purposes of this section, "tamperproof" means that a lid, cap, or seal visibly demonstrates when a bag or container has been opened.
 - (3) The contents of each container must not exceed one hundred twenty-eight (128) ounces.
 - (4) A container filled under this section shall be affixed with a label or a tag that contains the following information in a type not smaller than three millimeters in height and not more than 12 characters per inch: name and address of the business that filled the container and the following statement: "This beverage contains alcohol."
 - (5) The customer must order and purchase a meal from the licensee simultaneous with the alcoholic beverage purchase. For the purposes of this section, a "meal" is defined as food that has been prepared on-premises. The number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal servings sold by the licensee for off-premises consumption.
 - (6) The licensee must provide the customer with a dated receipt or an electronic record for the meal and alcohol beverages.
- (b) No provision of this law shall allow any wholesaler, distributor or manufacturer of intoxicating liquor to furnish containers to be filled under this section to any person who is licensed to sell intoxicating liquor at retail.
- (c) Containers shall be filled in compliance with the Food and Drug Administration Code 2009, section 3-304.17(c).
- (d) Retail licensees qualifying to sell draft beer dispensed on premises for off-premises consumption (Section 3-21) may continue to sell in accordance with those provisions without meeting the requirements set forth in this section.

State law reference(s)—RSMO 311.202

Exhibit B

Sec. 3-3. Licenses issued.

The city shall issue the following types of licenses:

(a) *Wholesale.*

- (1) *Five percent wholesale solicitor.* This license allows licensees to sell malt liquor containing not in excess of five percent of alcohol by weight to a person licensed to sell such malt liquor at retail and the privilege of selling to licensed wholesalers and soliciting orders for the sale of malt liquor containing not in excess of five percent alcohol by weight, to, by or through a licensed wholesaler in Missouri.
- (2) *Twenty-two percent wholesale solicitor.* This license allows licensees to sell intoxicating liquor containing not in excess of 22 percent alcohol by weight to a person licensed to sell such intoxicating liquor at retail and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing not in excess of 22 percent alcohol by weight, to, by or through a licensed wholesaler in Missouri.
- (3) *Liquor wholesale solicitor.* This license allows licensees to sell intoxicating liquor of all kinds to a person licensed to sell such intoxicating liquor at retail and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor of all kinds, to, by or through a licensed wholesaler in Missouri.

(b) *Manufacturing.*

- (1) *Five percent manufacturer solicitor.* This license allows licensees to manufacture and brew malt liquor containing not in excess of five percent of alcohol by weight and the privilege of selling to licensed wholesalers and soliciting orders for the sale of malt liquor containing not in excess of five percent alcohol by weight, to, by or through a licensed wholesaler in Missouri.
- (2) *Twenty-two percent manufacturer solicitor.* This license allows licensees to manufacture intoxicating liquor containing not in excess of 22 percent alcohol by weight and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing not in excess of 22 percent alcohol by weight, to, by or through a licensed wholesaler in Missouri.
- (3) *Liquor manufacturer solicitor.* This license allows licensees to manufacture, distill or blend intoxicating liquor of all kinds and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor of all kinds, to, by or through a licensed wholesaler in Missouri. Licensees who hold a secondary retail by the drink license may sell all kinds of intoxicating liquor by the drink at retail for consumption on the premises of the distillery or in close proximity to the distillery Monday through Saturday between 6:00 a.m. and midnight and **on Sunday between 6:00 a.m. and 1:30 a.m. on Monday.**

(c) *Retail.*

- (1) *Package liquor.* This license allows retailers to sell intoxicating liquor in the original package, not to be opened or consumed upon the premises where sold. No license shall be issued except to a person engaged in, and to be used in connection with, the operation of one or more of the following businesses: A drug store, a cigar and tobacco store, a grocery store, a general merchandise store or a confectionery or delicatessen store; nor to any such person who does not have and keep in his store a stock of goods having a value according to invoices of at least \$1,000.00, exclusive of fixtures and intoxicating liquor(s).
- (2) *Package malt liquor (beer).* This license allows retailers to sell malt liquor by grocers and other merchants in the original package, not to be opened or consumed upon the premises where sold. This license includes the privilege of selling malt liquor on Sundays.

- (3) *By the drink malt liquor (beer)*. This license allows retailers to sell malt liquor by the drink, for consumption upon the premises where sold. This license includes the privilege of selling malt liquor on Sundays.
 - (4) *By the drink malt liquor (beer) and light wine*. This license allows retailers to sell malt liquor and light wine by the drink, for consumption upon the premises where sold.
 - (5) *By the drink intoxicating liquor*. This license allows retailers to sell all kinds of intoxicating liquor by the drink, for consumption upon the premises where sold. This license includes the privilege of selling intoxicating liquor in the original package.
 - (6) *By the drink intoxicating liquor, tax exempt*. This license allows charitable, fraternal, religious, service or veterans' organizations which have obtained an exemption from the payment of federal income taxes to sell all kinds of intoxicating liquor by the drink at retail, for consumption upon the premises where sold. This license includes the privilege of selling intoxicating liquor in the original package.
 - (7) **Sunday license. This license allows retailers to sell intoxicating liquor between the hours of 6:00 a.m. on Sunday and 1:30 a.m. on Monday.**
 - (8) *By the drink caterer*. This temporary license is a secondary license and requires a primary license to qualify. This license allows retailers holding a by the drink license, for consumption on the premises, to furnish provisions and service at a particular function, occasion or event at a location other than the licensed premises, not including a festival as defined in RSMo 316.150. The temporary license shall be effective for a period not to exceed 168 consecutive hours. This temporary license includes the privilege of selling intoxicating liquor in the original package.
 - (9) *By the drink picnic*. This temporary license allows the sale of all kinds of intoxicating liquor at retail by the drink for consumption on the premises and may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The temporary license shall be effective for a period not to exceed seven days. **If the event is held on a Sunday, the license shall authorize the sale of intoxicating liquor on that day beginning at 6:00 a.m.** This temporary license includes the privilege of selling intoxicating liquor in the original package.
- (d) *Microbrewery.*
- (1) The holder of a microbrewer's license shall authorize the licensee to manufacture beer and malt liquor in quantities not to exceed 10,000 barrels per annum. Licensees may sell beer and malt liquor produced on the brewery premises to licensed wholesalers, provided, the holder of the microbrewery license shall not under any circumstances, directly or indirectly, have any financial interest in any wholesaler's business.
 - (2) Licensees who hold a secondary retail by the drink license may sell all kinds of intoxicating liquor by the drink at retail for consumption on the premises of the microbrewery or in close proximity to the microbrewery. No holder of a microbrewer's license, or any employee, officer, agent, subsidiary or affiliate thereof, shall have more than ten licenses to sell intoxicating liquor by the drink at retail for consumption on the premises. The microbrewer who is a holder of a license to sell intoxicating liquor by the drink at retail for consumption on the premises shall be exempt from the provisions of RSMo 311.280 (purchase from a duly licensed wholesaler) for such intoxicating liquor that is produced on the premises. All other intoxicating liquor sold by the drink at retail for consumption on the premises must be obtained in accordance with RSMo 311.280.
- (e) *Domestic winery or brandy/wine manufacturer.*
- (1) The holder of a domestic winery/brandy license shall authorize the licensee to manufacture wine, not in excess of 18 percent of alcohol by weight, or brandy, not in excess of 34 percent of alcohol by weight, in a minimum quantity of 200 gallons and not to exceed 500,000 gallons of wine per

calendar year. A domestic winery license allows the licensee to manufacture, wholesale and retail Missouri produced wine and brandy products for one license fee. A domestic winery may use, in any calendar year, wine and brandy making material produced or grown outside the state of Missouri in a quantity not exceeding 15 percent of the manufacturer's wine entered into fermentation in the prior calendar year.

- (2) Licensees may sell wine and brandy in its original package directly to consumers at the winery and may open wine so purchased by customers so that it may be consumed on the winery premises. A domestic winery licensed under this section may offer samples of Missouri produced wine, may sell Missouri produced wine and brandy in its original package directly to consumers at the winery and may open wine purchased by customers so that it may be consumed on the winery premises Monday through Saturday between 6:00 a.m. and midnight **and on Sunday between 6:00 a.m. and 1:30 a.m. on Monday.**
- (3) Patrons of the winery may carry out one or more bottles of unfinished wine under the following conditions:
 - a. The bottle(s) of wine must have been at least partially consumed at the winery;
 - b. The winery must provide a dated receipt for the unfinished bottle(s) of wine;
 - c. The licensee must securely reseal the bottle(s) of wine and place them in one or more one-time-use, tamperproof, transparent bags, and securely seal the bags.
- (4) Licensees who hold a secondary retail by the drink license may sell all kinds of intoxicating liquor by the drink at retail for consumption on the premises of the winery or in close proximity to the winery.

(Ord. No. 2020-4554 , § 1(Exh. A), 2-25-2020)

State law reference(s)—RSMo 311.090; 311.180; 311.195; 311.200; 311.293; 311.480; 311.482; 311.485.

Sec. 3-13. Hours of operation.

- (a) No person having a license issued pursuant to this chapter, nor any employee of such person, shall sell, give away or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 a.m. and 6:00 a.m. on weekdays and between the hours of 1:30 a.m. Sunday and 6:00 a.m. Monday, upon or about the licensed premises. If the person has a license to sell intoxicating liquor by the drink, the licensed premises shall be and remain a closed place as defined in this chapter between the hours of 1:30 a.m. and 6:00 a.m. on weekdays and between the hours of 1:30 a.m. Sunday and 6:00 a.m. Monday, unless the licensee is licensed to engage in Sunday sales as is permitted pursuant to RSMo 311.293.
- (b) Any person licensed to sell intoxicating liquor at retail on Sunday may be open for business and sell intoxicating liquor under the provision of his/her license **between the hours of 6:00 a.m. on Sunday and 1:30 a.m. on Monday. A temporary picnic license for an event held on Sunday authorizes the sale of intoxicating liquor beginning at 6:00 a.m.**
- (c) Where such licenses authorizing the sale of intoxicating liquor by the drink are held by clubs, hotels or bowling alleys, this section shall apply only to the rooms in which intoxicating liquor is dispensed; and where such licenses are held by restaurants or bowling alleys whose business is conducted in one room only, then the licensee shall keep securely locked during the hours and on the days specified in this section all refrigerators, cabinets, cases, boxes and taps from which intoxicating liquor is dispensed.
- (d) When January 1, March 17, July 4 or December 31 falls on Sunday, and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the national football league is played, commonly known as "Super Bowl Sunday," any person having a license to sell intoxicating liquor by

the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week.

- (e) Any person violating any provision of this section shall be deemed guilty of a misdemeanor and punished in accordance with section 1-17. Nothing in this section shall be construed to prohibit the sale or delivery of any intoxicating liquor during any of the hours or on any of the days specified in this section by a wholesaler licensed under the provisions of this chapter to a person licensed to sell the intoxicating liquor at retail.

(Ord. No. 2020-4554 , § 1(Exh. A), 2-25-2020)

State law reference(s)—RSMo 311.290; 311.293; 311.298; 311.480; 311.482.

SECTION IX

F

BILL NO. 2021-66

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION.

WHEREAS, the Low-Income Household Water Assistance Program (LIHWAP) is administered by the Missouri Department of Social Services and is funded by the Administration of Children and Families; and

WHEREAS, the program will provide up to \$750 for water and sewer disconnection fees, customers who are in threat of disconnection, arrearages and reconnection fees; and

WHEREAS, LIHWAP is expected to begin in Missouri on October 1, 2021 for elderly and disabled households, and November 1, 2021 for other households; and

WHEREAS, the City of Belton provides water and sewer services to residents; and

WHEREAS, the City Council would like to enter into an agreement with the Missouri Department of Social Services Family Support Division to allow water and sewer customers the opportunity to participate in this program.

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

SECTION 1. That the City Council hereby authorizes the agreement with Missouri Department of Social Services Family Support Division, herein attached and incorporated as **Exhibit A** to this ordinance, and authorizes the Acting City Manager to execute the same.

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

READ FOR THE FIRST TIME: October 26, 2021

READ FOR THE SECOND TIME AND PASSED:

Approved this ___ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

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

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
And
WATER/WASTERWATER SUPPLIERS**

1. Purpose

- 1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Water/Wastewater Supplier stated below, (hereinafter referred to as the Supplier) shall be as follows:

City of Belton

(Name of Company)

- 1.2 Missouri's Low Income Household Water Assistance Program (LIHWAP) is authorized under Section 553 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, Office of Community Services (OCS) has closely modeled the LIHWAP terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
- 1.3 This agreement shall govern the purchase of water/wastewater services from the Supplier on behalf of households eligible for LIHWAP. Funds awarded shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover or reduce arrearages, rates, and fees associated with reconnection or preventions of disconnections of service, and rate reduction to eligible households for such services. This agreement is for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- 1.4 The parties acknowledge that this agreement and the services provided by the Supplier are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP supplemental terms and conditions.

2. Definitions

- 2.1 ***Credit Balance*** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHWAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.
- 2.2 ***Eligible Customer*** – a household that makes application for assistance under LIHWAP, is determined eligible for benefits by the Department or contractor, and is accepted by the Supplier as an active account.
- 2.3 ***Payment*** – a line of credit payment to the Supplier equal to the maximum subsidy per eligible customer as set forth in Attachment A of this agreement.

3. Terms of Agreement/Modifications

- 3.1 The agreement period shall be effective October 1, 2021 through September 30, 2023. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become effective upon signature by authorized representatives of the Supplier and the Department and shall apply to water/wastewater assistance to eligible customers under LIHWAP in accordance with the following program period, as established above.
- a. Water/Wastewater: home drinking water and wastewater consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year – not to extend past September 30, 2023.
- 3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the Supplier and the Department prior to the effective date of

such modification. No other document, including correspondence, e-mail, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.

- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. **Responsibilities of the Parties**

4.1 The Department agrees to:

- a. Provide the Supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their primary water/wastewater supplier. These listings shall include at least the following data elements:
 1. Complete name of eligible customer;
 2. Complete address of eligible customer;
 3. Customer account number provided on the Supplier's billing information;
 4. Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 5. Social Security Number of the customer supplied by the Department.
- b. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the Supplier.

4.2 The Supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The Supplier shall complete and submit to the Department Exhibit #1 – Supplier Information and the signed agreement the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Household Water Assistance Program, the Supplier:
 1. Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, or price of home water offered to eligible customers in relation to its other residential customers.
 2. Shall return Customer Eligibility Listings (CEL's) to the Department within **fifteen (15) calendar days** after they are received, indicating whether the LIHWAP payment to be made on behalf of the eligible customer can be accepted by the Supplier. If the Supplier notifies the Department that they cannot accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, or the Supplier fails to return a CEL within a **thirty (30) calendar day** timeframe, no payment will be made by the Department on behalf of the eligible customer.
 3. Shall accept the LIHWAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
 4. Shall credit, through normal billing process, the full amount of the LIHWAP pledge received to an eligible customer's account. The Supplier may apply any portion of the received LIHWAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHWAP pledge is applied to the eligible customer's previous account balance.
 5. Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department and consider continued provision of water and wastewater services to the eligible customer who maintains their deferred payment plan for the duration of this agreement.
 6. Shall provide water and wastewater services at least equivalent to the amount of the pledge made by the Department on behalf of the eligible customer. Services shall be restored or continued during the service period covered by the payment for at least thirty (30) calendar days from the date of the pledge made on behalf of the eligible customer.
 7. Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the Supplier agrees to accept a LIHWAP payment.

8. Shall not transfer any portion of the LIHWAP payment made on behalf of an eligible customer to any other customer's account.
9. Should notify each eligible customer in writing of the amount of any credit balance remaining on their account because of the LIHWAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th, notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHWAP payment is received.
10. Shall refund any LIHWAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the Supplier or leaves the Supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by the end of the program year (September 30th).
11. In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than September 30th of each program year.
12. Refunds must include the following information: Customer name and address, date of LIHWAP payment to the Supplier, and reason for return.
13. Shall not accept the LIHWAP payment on behalf of customers with the following account status:
 - a. Inactive Account: an account on which service was terminated and the Supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - b. Commercial Account: an account identified by the Supplier via rate structures or other means as generally being utilized by a commercial business;
 - c. Not Our Customer: an account which the Supplier is unable to identify via existing records as being a customer of the company;
 - d. Invalid Account Number: an account which the Supplier is unable to identify via existing records the customer account number;
 - e. Needs Additional Payment: an account on which the Supplier needs additional funds to restore and continue services;
 - f. Negative Customer Response: an account which the Supplier is able to verify, but, the customer failed to call and make an appointment to restore services; or
14. Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:
 - Complete name of eligible customer (account holder);
 - Complete address of eligible customer;
 - Customer account number of eligible customer; and
 - Social Security Number of the customer supplied by the Department.

5. **Payments**

- 5.1 The Department agrees to provide payment to the Supplier within fifteen (15) calendar days for those customers on whose behalf the Supplier has agreed to accept payment.
 - a. Failure to submit the CELs within the time frames set forth in this agreement may delay payment to the Supplier.
- 5.2 The Supplier is encouraged to participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 If funds for payment of service costs of eligible customers are not sufficient to permit the Department to reimburse the Supplier in accordance with the payment maximums specified in Attachment A, the Department will prorate payments to the Supplier on the basis of the total obligations for water and wastewater services costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. The Department will utilize this procedure until all available funding for the payment of water and wastewater services costs of eligible customers has been expended.

6. Monitoring/Reporting

6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to the Supplier at the end of the program year. The Supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:

- a. The complete name and address of each eligible customer;
- b. The customer's account number;
- c. The Social Security Number of each customer;
- d. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year;
- e. The amount of an eligible customer's outstanding account balance at the time the Supplier agreed to accept the LIHWAP payment if the Supplier used the payment in accordance with this agreement;

7. Confidentiality

7.1 The Supplier shall understand that all discussions with the Supplier and all information gained by the Supplier as a result of the Supplier's performance under this agreement shall be confidential. The Supplier shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

7.2 The Department shall only use information provided by the Supplier about the account of an eligible customer for administering LIHWAP. The Department shall obtain the same agreement from any of its Suppliers.

7.3 The Supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHWAP. This agreement shall immediately be declared null and void if the Supplier is determined to be out of compliance with privacy and confidentiality laws

7.4 The Supplier shall ensure that all persons in its employ who are authorized to have access to or use information obtained from the Department understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, attest to such understanding in writing by signing a DSS Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". The Department shall deny access to information if the Supplier is determined to be out of compliance. The Department may declare this agreement null and void if the Supplier is determined to be out of compliance with the agreement.

7.5 The Supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until any litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed. Upon request of the Department, the Supplier shall permit authorized representatives of the Department, and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the Supplier's compliance with the provisions of this agreement.

8. Fraud Prevention and Reporting

8.1 The Supplier shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the Department of Social Services (DSS), Division of Legal Services (DLS). The Supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all DLS investigations of suspected fraud or abuse or misconduct.

8.2 The Supplier may be prosecuted under applicable federal or state law or both for false claims, statements, or documents, or concealment of material fact.

9. Termination

9.1 Termination of this agreement without cause may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive. Additionally:

- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each

party hereunder shall thereupon terminate immediately upon receipt of written notice from the Department;

- b. Either party may terminate this agreement immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
- c. The Supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The Supplier shall cancel as many outstanding obligations as possible.

10. **Debarment Certification**

10.1 The Supplier, by signing the signature page of this original agreement and any amendment signature page(s), certifies that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Supplier should complete and return the attached certification regarding debarment, etc., Exhibit #2 with the agreement. The Supplier must satisfactorily complete this certification prior to award of this agreement.

11. **Business Compliance**

11.1 The Supplier must comply with the laws regarding conducting business in the State of Missouri. The Supplier certifies by signing the signature page of this original document and any amendment page(s) that the Supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The Supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

11.2 The provider must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

11.3 In the event the Supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the Supplier shall include in its contracts with any other party this agreement as an incorporation by reference.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the Supplier. In witness thereof, the Department and the Supplier hereby execute this agreement.

Sheila Ernzen
Authorized Representative of Supplier

Authorized Representative of the
Department of Social Services

Date

Date

EXHIBIT #1: SUPPLIER INFORMATION

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND EXHIBIT #2. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME City of Belton

COMPANY MAILING ADDRESS 506 Main Street

CITY Belton STATE MO ZIP CODE 64012

COUNTY Cass

TELEPHONE NUMBER (816) 331-4331

FAX NUMBER () _____

E-MAIL ADDRESSES (Primary) utilities@belton.org

(Other) shiggins@belton.org

(Other) stephanieharris@belton.org

(Other) _____

(Other) _____

(Other) _____

Water and wastewater services City of Belton Utility Billing Department

For State Office Use Only:

Supplier Number Assigned: _____

HOUSEHOLD SIZE	MONTHLY INCOME AMOUNTS
	0%-60% STATE MEDIAN INCOME (SMI)
1	\$0-2,211
2	\$0-2,891
3	\$0-3,571
4	\$0-4,252
5	\$0-4,932
6	\$0-5,612
7	\$0-5,740
8	\$0-5,868
9	\$0-5,996
10	\$0-6,124
11	\$0-6,252
12	\$0-6,380
13	\$0-6,508
14	\$0-6,636
15	\$0-6,764
16	\$0-6,892
17	\$0-7,020
18	\$0-7,148
19	\$0-7,276
20	\$0-7,404

Benefit Amount
Not to exceed \$750.00

**Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Belton

Company Name

787092071

DUNS #

Sheila Ernzen

Authorized Representative's Printed Name

Assistant City Manager/ Finance Director

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment.

EXHIBIT # 3:

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, identify the specific section of 351.572 RSMo, which supports the exemption.

N/A	City of Belton
Charter Number (if applicable)	Company Name
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo, identify the section of 351.572 to support the exemption: Political Subdivision - Municipality	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

SECTION IX

G

BILL NO. 2021-67

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN ACCESS AGREEMENT WITH THE PORT AUTHORITY OF KANSAS CITY, MISSOURI (PORT KC).

WHEREAS, the Port Authority of Kansas City, Missouri owns property at 15800 Calvary Rd. Kansas City, MO 64147, 15714 Norton, 15809 Fairchild, and 15805 Norton Ave. Kansas City MO, 64137 (hereinafter “Property”); and

WHEREAS, as owner of this property, Port KC has care, custody, and control of the Property and authority to enter into this non-destructive access and use agreement (hereinafter “Agreement”); and

WHEREAS, Port KC appreciates the benefit of using the Property for public safety and essential firefighting training; and

WHEREAS, the Property is currently vacant; and

WHEREAS, the Belton Fire Department is in need of training sites to keep and improve firefighter skills in such skills as non-destructive access.

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

SECTION 1. That the City Council hereby authorizes the access agreement with Port KC, herein attached and incorporated as **Exhibit A** to this ordinance and authorizes the Acting City Manager to execute the same.

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

READ FOR THE FIRST TIME: October 26, 2021

READ FOR THE SECOND TIME AND PASSED:

Approved this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

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

**AGREEMENT TO ACCESS AND USE PROPERTY
FOR BELTON FIRE DEPARTMENT TRAINING EXERCISES**

This Agreement is between the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri (hereinafter "*Owner or Occupant*") and the City of Belton, Missouri, a municipal corporation and constitutional charter city, (hereinafter "*City*"), by and through its Fire Department.

WHEREAS, Port KC owns property at 15800 Calvary Rd. Kansas City, MO 64147, 15714 Norton, 15809 Fairchild, and 15805 Norton Ave. Kansas City MO, 64137, (hereinafter "*Property*"); and

WHEREAS, owner of this property, Port KC has care, custody and control of the Property and authority to enter into this non-destructive access and use agreement (hereinafter "*agreement*"); and

WHEREAS, Port KC appreciates the benefit of using the Property for public safety and essential firefighting training; and

WHEREAS, the Property is currently vacant; and

WHEREAS, the Belton Fire Department is in need of training sites to keep and improve firefighter skills in such skills as non-destructive access.

NOW THEREFORE, the parties agree as follows:

1. Port KC agrees to the Belton Fire Department accessing and using the Property between the dates between the signing of this agreement and April 30, 2022.
2. The type of training that the Belton Fire Department will conduct is non-destructive access and building approaches including non-destructive use of the inside and or applying ladders to structures on the Property to make access and use of the rear parking lot for driving and pump training.
3. No live fires will be set on the property. Any smoke generated will be of artificial means that will not endanger life or property.
4. The Belton Fire Department will secure the structure to the best of its ability with reasonable means during and after each training session to discourage anyone from trespassing on the Property during or after the training exercises.
5. Nothing will be removed from the property by the members of the Belton Fire Department.
6. The City of Belton assumes full responsibility for any injuries sustained by any member of the Belton Fire Department during the training exercises at the Property and the City of Belton will not assert any claims against Owner.
7. The City of Belton has placed the Owner and Occupant on its liability and casualty policy as an additional insured for the benefit of the Owner and Occupant should damage or liability occur during the training exercises. The City of Belton agrees to repair or replace any damage to the building that is not covered by insurance.

OWNER OR OCCUPANT:

CITY OF BELTON:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____