



**Agenda of the Belton City Council  
Work Session, Public Hearing  
& Regular Meeting  
February 12, 2019 – 6:00 p.m.  
City Hall Annex  
520 Main Street, Belton, Missouri  
\*Addendum\***

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. BEMA
  - B. Budget Overview
    - 1. Special Revenue Funds
    - 2. Proprietary Funds
- III. ADJOURN WORK SESSION
- IV. CALL PUBLIC HEARING TO ORDER – 7:00 p.m.
- V. ADJOURN PUBLIC HEARING
- VI. CALL REGULAR MEETING TO ORDER
- VII. PLEDGE OF ALLEGIANCE – Councilman Savage
- VIII. ROLL CALL
- IX. 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 January 22, 2019, City Council Work Session, Public Hearing, and Regular Meeting.**

B. Motion approving Resolution R2019-16

**A resolution of the City Council of Belton, Missouri rescinding R2011-01 and stating its intent and desire to reassign and redesignate oversight of trees within the City of Belton to the Belton Parks and Recreation Board.**

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C. Motion approving Resolution R2019-17

**A resolution approving Change Order No. 1 with SAK Construction, LLC for the 30", 27", and 18" interceptor lining project contract in the amount of \$217,236.89.**

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D. Motion approving Resolution R2019-18

**A resolution approving Task Agreement 2019-1 with Olsson to perform design and construction services for the Belton I-49 Outer Road, 155<sup>th</sup> Street to 163<sup>rd</sup> Street project in the amount of \$ 254,299.65.**

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X. PERSONAL APPEARANCES

XI. ORDINANCES

A. Motion approving both readings of Bill No. 2019-06

**An ordinance amending Chapter 13 – Motor Vehicles and Traffic, Article XI – Vehicle Equipment, Division 2 – Seatbelts of the Code of Ordinances of the City of Belton, Missouri, enacting a primary seatbelt ordinance.**

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B. \*Motion approving both readings of Bill No. 2019-07

**An ordinance authorizing the City Manager to execute the final Missouri Highways and Transportation Commission cost share agreement with the City of Belton, Missouri in substantially similar form to the draft agreement included as Exhibit A for the Belton I-49 Outer Road, 155<sup>th</sup> Street to 163<sup>rd</sup> Street project.**

Addendum Attached

XII. RESOLUTIONS

XIII. CITY COUNCIL LIAISON REPORTS

XIV. MAYOR'S COMMUNICATIONS

XV. CITY MANAGER'S REPORT

February & March 2019 meetings

02/26 work session & regular meeting – 6:00 p.m.

03/12 work session & regular meeting – 6:00 p.m.

03/26 work session & regular meeting – 6:00 p.m.

XVI. OTHER BUSINESS

- XVII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed and the meeting adjourn from there.

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT WITH THE CITY OF BELTON, MISSOURI IN SUBSTANTIALLY SIMILAR FORM TO THE DRAFT AGREEMENT INCLUDED AS EXHIBIT A FOR THE BELTON I-49 OUTER ROAD, 155<sup>TH</sup> STREET TO 163<sup>RD</sup> STREET PROJECT.**

**WHEREAS**, the City of Belton, Missouri has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint Development (NorthPoint), the developer for the Southview Commerce Center, to fund the design and construction of improvements for the I-49 Outer Road from 155<sup>th</sup> Street to 163<sup>rd</sup> Street. The City will be responsible for design, construction improvements, and project management for the Outer Road in existing MoDOT right-of-way, and NorthPoint will be responsible for constructing the portion of the Outer Road north of 162<sup>nd</sup> Street that is currently undeveloped land on NorthPoint property. Once completed, the Outer Road will be connected from 155<sup>th</sup> Street to 163<sup>rd</sup> Street; and

**WHEREAS**, MoDOT has prepared a draft cost-share agreement between the City and the Missouri Highways and Transportation Commission (Commission) and is finalizing the final agreement that must be executed by the City prior to February 25, 2019 so it can be included in Mid-America Regional Council's Transportation Improvement Program (TIP). The TIP contains all major surface transportation projects within the Kansas City metropolitan area that will be completed in the next five (5) years and are planned to receive federal, state, and local funding; and

**WHEREAS**, it is beneficial for the City Council to authorize the City Manager to execute the final Commission Cost Share Agreement with the City in substantially similar form to the draft agreement hereto attached as **Exhibit A** for the Belton I-49 Outer Road, 155<sup>th</sup> Street to 163<sup>rd</sup> Street Project that will allow drivers an additional route to I-49.

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

**SECTION 1.** That the City Manager is hereby authorized to execute the final Missouri Highways and Transportation Commission Cost Share Agreement in substantially similar form to the draft agreement attached hereto as **Exhibit A** for the Belton I-49 Outer Road, 155<sup>th</sup> Street to 163<sup>rd</sup> Street Project with said document to be attached hereto.

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

READ FOR THE FIRST TIME: February 12, 2019

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12<sup>th</sup> day of February, 2019, and thereafter adopted as Ordinance No. 2019-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, after the second reading thereof by the following vote, to-wit:

AYES:     COUNCILMEN:

NOES:     COUNCILMEN:

ABSENT:   COUNCILMEN:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** February 12, 2019

**DIVISION:** Engineering

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

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

The City has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint Development (NorthPoint), the developer for the Southview Commerce Center, to fund the design and construction of improvements for the I-49 Outer Road from 155<sup>th</sup> Street to 163<sup>rd</sup> Street. The City will be responsible for design, construction improvements, and project management for the Outer Road in existing MoDOT right-of-way, and NorthPoint will be responsible for constructing the portion of Outer Road north of 162<sup>nd</sup> Street that is currently undeveloped land on NorthPoint property. Once completed, the Outer Road will be connected from 155<sup>th</sup> Street to 163<sup>rd</sup> Street and will allow drivers an additional route to I-49.

Project improvements include widening the road from 20 feet to 24 feet, asphalt base reconstruction and overlay, grading, stormwater improvements, curb and gutter, pavement markings, and all other associated appurtenances.

The City has applied and received cost/share funds for this project from MoDOT in the amount of \$976,817. As part of the acceptance of these funds, the City is required to enter into a Cost Share Agreement with the Missouri Highways and Transportation Commission which governs MoDOT. This agreement discusses project funding, design and construction requirements, and project responsibilities for the City and MoDOT. The City will be responsible for managing the design and construction of the project.

MoDOT currently has prepared a draft cost share agreement and is finalizing the final agreement that must be executed by the City prior to February 25, 2019 so it can be included in Mid-America Regional Council's Transportation Improvement Program (TIP). The TIP contains all major surface transportation projects within the Kansas City metropolitan area that will be completed in the next five (5) years and are planned to receive federal, state, and local funding.

Staff recommends approval of this ordinance that will authorize the City Manager to execute the final Missouri Highways and Transportation Commission Cost Share Agreement in substantially similar form to the draft agreement attached as Exhibit A for the Belton I-49 Outer Road, 155<sup>th</sup> Street to 163<sup>rd</sup> Street Project.

### IMPACT/ANALYSIS:

#### FINANCIAL IMPACT

Consultant:	Olsson
Amount of Request/Contract:	\$ TBD per funding agreements
Amount Budgeted:	\$ TBD per funding agreements
Funding Source:	MO Highways and Transportation Commission Cost Share Agreement and NorthPoint Development Funds
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

**STAFF RECOMMENDATION:**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

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

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

Cass County  
City of Belton  
J4S3399

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: Project #J4S3399  
Award Year: 2020 & 2021  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COST SHARE Agreement**

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

WITNESSETH:

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

WHEREAS, on December 11 2018, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission and the City are contemporaneously entering into a Missouri Highways and Transportation Commission Roadway Relinquishment Agreement (#2017-08-38389) related to the proposed improvements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of Cost Share funds to the City. The improvement contemplated by this Agreement and designated as Project J4S3399 involves:

*Street improvements to include the widening of the outer roads from 20 to 24 feet, asphalt reconstruction, installation of curb and gutter, removal and replacement of a storm sewer culvert, installation of a left turn lane, and construction of the outer road and 162<sup>nd</sup> St. intersection.*

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



(2) LOCATION: The contemplated improvement designated as Project J4S3399 by the Commission is within the city limits of Belton, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

*I-49 East Outer Road from 155<sup>th</sup> St. to north of 162<sup>nd</sup> St. and I-49 East Outer Road from 162<sup>nd</sup> St. to 163<sup>rd</sup> St.*

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

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

(5) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above described portion of the City street system as part of the State Highway System for the purposes of this Cost-Share project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

**[PARAGRAPH 5 WILL BE EDITED TO REFLECT THE FACT THAT THE CITY IS LETTING AND MANAGING THE PROJECT AND WILL ACCEPT THE IMPROVEMENTS AS PART OF THE CITY'S SYSTEM PER THE ROADWAY RELINQUISHMENT AGREEMENT]**

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

the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(7) INDEMNIFICATION

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

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

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(8) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(9) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(10) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, The City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(12) PLANS AND CONSTRUCTION: The City shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(13) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project cost will include preliminary engineering, right of way, utilities, construction and inspection which is currently estimated at One Million Nine Hundred and Eighty Three Thousand Six Hundred Thirty Five (\$1,983,635).

(B) The Entity will be responsible for fifty percent (50%) of the total project cost. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof. The current estimate of the Entity's responsibilities is Nine Hundred Ninety One Thousand and Eight Hundred Eighteen dollars (\$991,818.00).

(C) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at Nine Hundred Ninety One Thousand and Eight Hundred

Eighteen dollars (\$991,817.00). Of this amount, the Commission shall provide Seven Hundred Thirty Thousand and Eight Hundred Fifty Nine dollars (\$730,859.00) from the Commission's Cost Share program, available in State Fiscal Year 2020, and Two Hundred Forty Five Thousand and Nine Hundred Fifty Eight dollars (\$245,958.00) available in State Fiscal Year 2021. The Commission shall also provide preliminary engineering, construction engineering and right of way review services in KC District personnel costs estimated to total Fifteen Thousand dollars (\$15,000.00).

(D) The Entity is responsible for the balance of the project in excess of \$991,817.00.

(E) The City shall **not** receive direct Cost-Share reimbursement payments for preliminary engineering, right-of-way acquisition, right-of-way incidentals, and utility relocation costs. Instead, all reimbursable preliminary engineering, right-of-way acquisition, right-of-way incidentals, and utility relocation costs incurred by the City will be credited as part of the City's 50% match. Upon the Commission's formal concurrence in Bid Award, all construction and construction engineering costs incurred by the City will be reimbursed by the Commission at a pro-rata share. These costs will be reimbursed upon submission and approval of monthly invoices, not to exceed Nine Hundred Seventy Six Thousand and Eight Hundred Seventeen dollars (\$991,817.00).

(F) Because the Entity has chosen to accelerate the Cost Share funds, the Commission will reimburse the Entity when Cost Share funds are available. \$730,859 of Cost Share funds are available in State Fiscal Year 2020 and \$245,958 are available in State Fiscal Year 2021 to be reimbursed but no earlier than August 2019 through a Job No.J4S3399.

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

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

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

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of,

or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

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

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

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

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

(22) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

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

(24) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project #J4S3399 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(25) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's

proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(26) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(27) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any federally funded improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(28) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due.

(29) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(30) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(31) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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



(33) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(34) COMMISSION REPRESENTATIVE: The Commission's *Kansas City District Engineer* is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(35) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City of Belton:

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

(B) To the Commission:

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

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(36) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the (City/County/Grantee) agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (36) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any



subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(37) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(38) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(39) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BELTON

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

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

Ordinance No: \_\_\_\_\_

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## Exhibit A - Location of Project

[Location Map to Be Inserted]

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## Exhibit B – Project Budget

**Project Name:** Belton I-49 Outer Roads  
**Federal Project Number:** #J4S3399

### Project Estimate

	Current Estimate	Cost Share Eligible
Preliminary Engineering	\$ 162,000	\$ 162,000
Preliminary Engineering Review	\$ 5,000	\$ 5,000
Right-of-Way Acquisition	\$ 39,500	\$ 39,500
Right-of-Way Incidentals	\$ 500	\$ 500
Right-of-Way Review	\$ 5,000	\$ 5,000
Utility Relocation	\$ 54,000	\$ 54,000
Construction	\$ 1,618,635	\$ 1,618,635
Construction Engineering	\$ 94,000	\$ 94,000
Construction Review	\$ 5,000	\$ 5,000
<b>Total</b>	<b>\$ 1,983,635</b>	<b>\$ 1,983,635</b>

### Project Responsibilities

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

### Financial Responsibilities

District Staff Costs (0.8%)	\$ 15,000
MoDOT - Cost Share Funds (49.2%)	\$ 976,817
City Match (50%)	\$ 991,818
<b>Total Project Cost</b>	<b>\$ 1,983,635</b>

### How are overruns and underruns handled?

In the case of cost overruns, the City shall be responsible for any and all costs that exceed \$1,983,635. All underruns will be based on the pro-rata share.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

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