



**Agenda of the Belton City Council
Work Session & Regular Meeting
February 26, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Budget Overview
 - 1. Special project funds
 - B. January monthly financial report
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman MacPherson
- VI. ROLL CALL
- VII. CONSENT AGENDA

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

- A. **Motion approving the minutes of the February 12, 2019, City Council Work Session, Public Hearing, and Regular Meeting.**

Page 6

- B. **Motion approving a temporary liquor permit for the Fraternal Order of Eagles, 312 Main Street, for a beer garden in their parking lot for the St. Patrick’s Day Parade on March 16, 2019, contingent upon obtaining their state liquor permit.**
- C. **Motion approving the January 2019 Municipal Division Summary Report for Municipal Court.**

Page 12

D. **Motion approving the purchase of a 2019 Dodge Caravan for the Economic Development Department.**

This purchase is within budget.

Page 31

E. Motion approving Resolution R2019-19

A resolution approving actions of the City Manager to engage FTC Equipment, LLC for emergency replacement of Water Service Pump #1 at the Wastewater Treatment Plant and ratifying Task Agreement No. 2019-1 in the amount of \$21,223.92.

Page 39

F. Motion approving Resolution R2019-20

A resolution authorizing the City Manager to execute Supplemental Agreement No. 1 to Task Agreement 2019-1 with Olsson to perform design and construction services with zero dollar amount for the Belton I-49 Outer Road, 155th Street to 163rd Street Project.

Page 54

VIII. PERSONAL APPEARANCES

IX. ORDINANCES

A. Motion approving the final reading of Bill No. 2009-08

Approving and designating Redevelopment Project 2 of the Southtowne Plaza Tax Increment Financing Redevelopment Plan as a redevelopment project and adopting Tax Increment Financing therein.

Page 125

B. Motion approving the final reading of Bill No. 2009-09

Approving and designating Redevelopment Project 3 of the Southtowne Plaza Tax Increment Financing Redevelopment Plan as a redevelopment project and adopting Tax Increment Financing therein.

Page 130

- C. Motion approving the first reading of Bill No. 2019-08
An ordinance approving the proposed Fiscal Year 2020 City Budget, as revised, and appropriating funds from the revenues of the City.

This ordinance approves the first reading to adopt the proposed fiscal year 2020 city budget. The second reading is scheduled for March 12, 2019.

Page 135

- D. Motion approving the first reading of Bill No. 2019-09
An ordinance amending Sections: 42-36, Rates inside the City; 42-38, Water Rates for approved Water Districts or Local Governments; 42-39, rates for water consumed outside City; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.

Page 138

- E. Motion approving both readings of Bill No. 2019-10
An ordinance amending Chapter 11 – Health and Sanitation, Article III – Smoking; and Chapter 15 – Offenses, of the Code of Ordinances of the City of Belton, Missouri, to implement the Tobacco 21 Initiative.

Page 145

- F. Motion approving both readings of Bill No. 2019-11
An ordinance approving the agreement with Digitech Computer, Inc. for ambulance billing services.

The City requested proposals for ambulance billing services and received five proposals. Staff reviewed the proposals and interviewed the top three companies. Digitech Computer, Inc. has over thirty-five years' experience and is one of the largest ambulance billing services companies in the nation. Their proposal included a vast array of reporting capabilities and a 5.95% rate of collections. Currently, the city pays 6.75%. This is a potential savings of approximately \$10,000 annually.

Page 150

- G. Motion approving both readings of Bill No. 2019-12
An ordinance approving a final plat of Traditions 2nd Plat Lots 188 thru 201, 210 thru 220 and Tracts N thru Q a part of Section 18, Township 46, Range 32, Belton, Cass County, Missouri.

Page 182

- H. Motion approving both readings of Bill No. 2019-13
An ordinance authorizing the Chief of Police to submit for grant applications to the Missouri Department of Transportation (MoDOT) Division of Highway Safety for 2019-2020.

Page 190

- I. Motion approving both readings of Bill No. 2019-14
An ordinance approving an Escrow Agreement and a Funding Agreement related to an Industrial Development Project for Northpoint Development, LLC.

This ordinance approves agreements with NorthPoint Development to partner with them to make improvements to the outer road from 155th Street to 163rd Street using Missouri Department of Revenue Cost Share funds.

Page 219

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

March & April 2019 meetings

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

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

04/09 work session & regular meeting – 6:00 p.m.

04/23 work session & regular meeting – 6:00 p.m.

- XIV. OTHER BUSINESS
- XV. ADJOURN

SECTION VII

A

**Minutes of the Belton City Council
Work Session, Public Hearing, & Regular Meeting
February 12, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

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

Alexa Barton, City Manager, said she is aware of staff and Council concerns regarding allocation of public safety tax money and Belton Emergency Management. The City's Emergency Management was reorganized last year to fall under the Fire Department with shared oversight of both Police and Fire. The Fire and Police Departments will be splitting the public safety sales tax money 50/50 as promised to citizens. We have received grants for Emergency Management in the past; the Fire Department will apply for grants again in the future. (see attached)

Sheila Ernzen, Finance Director/Assistant City Manager, gave an overview of the proprietary funds in the FY2020 budget, as well as the Special Revenue Funds. There will be an increase in water rates from last year, but there will be a decrease in the minimum payment for debt service. So overall, there will be a decrease.

The work session adjourned at 7:00 p.m. The Mayor called the public hearing to order to receive input on the proposed Annual Budget for the fiscal year beginning April 1, 2019 and ending March 31, 2020. Being no public input, the public hearing was closed at 7:01 p.m. and the work session resumed.

Ms. Ernzen continued her overview of the FY2020 budget Special Revenue Funds.

Being no further business, Mayor Davis adjourned the work session at 7:15 p.m. and called for a short recess. Mayor Davis called the regular meeting to order at 7:24 p.m.

Councilman Trutzel led the Pledge of Allegiance to the Flag. Mayor Davis asked for a moment of silence to honor two former Belton City Aldermen who recently passed away, Darrel Cowan and Fred Olinger.

Councilmembers present: Mayor Davis, Lorrie Peek, Chet Trutzel, Ryan Finn, Gary Lathrop, Dean VanWinkle, Stephanie Davidson, and Tom MacPherson

Councilmembers absent: Tim Savage

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

CONSENT AGENDA

Councilman Lathrop moved to approve the consent agenda consisting of a motion:

- approving the minutes of the January 22, 2019, City Council Work Session, Public Hearing, and Regular Meeting.

- 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.**
- 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.**
- 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, 155th Street to 163rd Street project in the amount of \$ 254,299.65.**

Councilman VanWinkle seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

ORDINANCES

Andrea Cunningham, City Clerk, read 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.

Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman MacPherson seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilman Savage absent. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman VanWinkle. There was a question about the fee structure. There is discretion. It is a range of \$10-\$50. Vote on the final reading as recorded:

Ayes: 8 Davidson, Finn, Peek, Lathrop, Trutzel, MacPherson, VanWinkle, Mayor Davis

Noes: 0

Absent: 1 Savage

Bill No. 2019-06 was declared passed and in full force and effect as **Ordinance No. 2019-4491**, subject to Mayoral veto.

Ms. Cunningham read 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, 155th Street to 163rd Street project.

Presented by Councilman VanWinkle, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilman Savage absent. Motion passed. The final reading was read. Presented by Councilman VanWinkle, seconded by Councilman Lathrop. Vote on the final reading as recorded:

Ayes: 8 MacPherson, Lathrop, Finn, Peek, Mayor Davis, Trutzel, VanWinkle, Davidson

Noes: 0

Absent: 1 Savage

Bill No. 2019-07 was declared passed and in full force and effect as **Ordinance No. 2019-4492**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Kids Night Out is February 16 at High Blue Wellness Center – 5:30 p.m.
- Soccer league sign-ups are at the park
- Daddy/daughter dance is February 23 at Memorial Station – 7:00 p.m.
- Kids painting class is March 8
- Lifeguard courses are being offered – see the Park Facebook page
- There are free spring gardening classes – contact the park
- The Park Department is hiring PT positions – see the Park Facebook page

MAYOR'S COMMUNICATIONS

Fred Olinger was an Alderman from 1983-1993. Darrel Cowan was an Alderman from 1986-2001.

The neighborhood watch meetings are starting back up again.

CITY MANAGER'S REPORT

- Beginning February 25, Northpoint Development will be doing small underground blasting to prepare the site.
- MML elected officials training will be June 6-7, 2019 in Columbia. If you'd like to attend, please let Ms. Barton or Ms. Cunningham know.
- Bulky trash pick-up will be April 5 for Monday customers and April 19 for Tuesday customers. There is information on our website and Facebook page. There is a flier coming.
- There will be two additional Saturdays scheduled for tree limb drop-off, February 23 and March 2. Watch for possible cancelations. March begins curbside pick-up again.
- There will be information and a flier online for Propositions R and S which will be on the April 2 ballot.

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.

OTHER BUSINESS

Councilman MacPherson asked about the potholes on 58 Highway. Celia Duran, Public Works Director, said 58 Highway is maintained by MoDOT. The city is reporting these to MoDOT, but the public can report them too. 816.607.2000

At 7:46 p.m. Councilman VanWinkle 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, and that the record be closed and the meeting adjourn from there. Councilman Trutzel seconded. The following vote was recorded:

Ayes: 8 Finn, Lathrop, VanWinkle, MacPherson, Mayor Davis, Trutzel, Peek, Davidson

Noes: 0

Absent: 1 Savage

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

The City Council and City Staff have heard that there are some concerns regarding the allocation of funds from the ½ cent public safety sales tax to emergency management.

As background, for many years the City and the Belton Emergency Communication Volunteers, sometimes referred to as BECV or BEMA (Belton Emergency Management Agency, which is slang for Emergency Management), partnered to provide emergency sirens, weather spotting, and some storm shelter services.

As time progressed, the City of Belton grew, and emphasis changed on the local, state, and national level to Homeland Security and disaster recovery. From its outset, the partnership between the City and BECV was beneficial. The two organizations, working together, have purchased a variety of items needed for proper emergency management with the BECV routinely purchasing the items and then donating the items to the City. After receiving the donation, the City insures and uses these items for the benefit of Belton citizens.

During Fiscal Year 2018, the City re-organized the emergency management department and moved it under the supervision of the Fire Chief. While members of the BECV began as unpaid volunteers, they are now considered part-time City employees both by the City and the IRS. Our first responders, both Fire and Police, work with our part time emergency management employees when needs arise. As the director responsible for supervising the emergency management department, the Fire Chief is responsible for submitting the department's annual budget requests and applying for grant opportunities.


Both, staff and elected officials, are committed to following the promises that were made to the citizens, which led up to and include the ballot language approving the ½ cent public safety sales tax, as illustrated by the nearly \$800,000 the Council has allocated to the Fire Department.

SECTION VII

C

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

COURT DATES: 1/5/19; 1/12/19; 1/19/19; 1/26/19


MUNICIPAL JUDGE 2/1/19
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF JANUARY 2019 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK DATE



Payment Plan Reports

Collected

Belton

Friday, February 1, 2019 2:38 PM

Payment Detail Listing By Payment Plan Number From 01/01/2019 - 01/31/2019

| PP# | Defendant Name | Trans. Date | Trans. Number | Receipt # | Citation#-Viol. | Amount Paid | C | A |
|--------------------------|------------------------------|-------------|---------------|-----------|-----------------|-----------------|---|---|
| PP0000536 | WOODS, JACLYN BRIANA | 01/30/2019 | 466718 | R00049905 | 140790189-1 | \$83.00 PY | ✓ | |
| PP0000536 Totals: | | | | | | \$83.00 | | |
| PP0000631 | BROWN, ANGELICA J | 01/30/2019 | 466702 | R00049897 | 140792198-1 | \$10.00 PY | ✓ | ✓ |
| PP0000631 Totals: | | | | | | \$10.00 | | |
| PP0000727 | SPRAGUE, DONAVON R | 01/25/2019 | 466554 | R00049868 | 121163606-1 | \$55.00 PY | ✓ | |
| PP0000727 Totals: | | | | | | \$55.00 | | |
| PP0000803 | PFLANZ, CHARLES DONAVAN | 01/20/2019 | 466258 | R00049773 | 160757656-1 | \$100.00 PY | ✓ | ✓ |
| PP0000803 Totals: | | | | | | \$100.00 | | |
| PP0000861 | PERAUD, NICHOLAS G | 01/22/2019 | 466352 | R00049796 | 140795724-1 | \$40.00 PY | ✓ | ✓ |
| PP0000861 Totals: | | | | | | \$40.00 | | |
| PP0000889 | BOUNDS, TINA LOUISE | 01/11/2019 | 465850 | | 140798827-1 | \$30.00 AB | ✓ | ✓ |
| | | 01/11/2019 | 465851 | | 140798827-1 | \$23.50 AB | ✓ | ✓ |
| | | 01/11/2019 | 465876 | | 140799490-1 | \$6.50 AB | ✓ | ✓ |
| PP0000889 Totals: | | | | | | \$60.00 | | |
| PP0000964 | POWELL, RANDEE LASHAWN | 01/03/2019 | 465226 | R00049387 | 140799393-1 | \$60.00 PY | ✓ | |
| | | 01/15/2019 | 465953 | R00049673 | 140799394-1 | \$442.00 PY | ✓ | |
| | | | | | 140799395-1 | | | |
| | | | | | 140799396-1 | | | |
| | | | | | 140799393-1 | | | |
| PP0000964 Totals: | | | | | | \$502.00 | | |
| PP0000979 | VAUGHT, ROBERT EUGENE | 01/22/2019 | 466340 | R00049784 | 140802686-1 | \$30.00 PY | ✓ | ✓ |
| PP0000979 Totals: | | | | | | \$30.00 | | |
| PP0001110 | CROSBY, JACOB NEIL | 01/09/2019 | 465516 | R00049549 | 121165603-1 | \$50.00 PY | | |
| PP0001110 Totals: | | | | | | \$50.00 | | |
| PP0001157 | HOLLAND, TIFFANY NICOLE | 01/09/2019 | 465497 | R00049525 | 140802020-1 | \$20.00 PY | ✓ | ✓ |
| PP0001157 Totals: | | | | | | \$20.00 | | |
| PP0001219 | NEELY, DARICK LAMAR | 01/09/2019 | 465654 | | 140805056-1 | \$1.00 AB | | |
| | | 01/09/2019 | 465655 | | 140805056-1 | \$15.00 AB | | |
| PP0001219 Totals: | | | | | | \$16.00 | | |
| PP0001241 | BRUBECK, JASON MARIO | 01/02/2019 | 465183 | R00049380 | 160754616-1 | \$75.00 PY | ✓ | ✓ |
| | | | | | 160754370-1 | | | |
| PP0001241 Totals: | | | | | | \$75.00 | | |
| PP0001302 | MCROY, SCOTT ALAN | 01/02/2019 | 465178 | R00049375 | 140797405-1 | \$20.00 PY | ✓ | ✓ |
| | | 01/31/2019 | 466798 | R00049939 | 140797403-1 | \$20.00 PY | ✓ | ✓ |
| PP0001302 Totals: | | | | | | \$40.00 | | |
| PP0001317 | BASINSKI, TAYLOR MATTHEW | 01/14/2019 | 465927 | R00049658 | 140803001-1 | \$10.00 PY | ✓ | ✓ |
| PP0001317 Totals: | | | | | | \$10.00 | | |
| PP0001436 | WARBINGTON, JOSEPH HENRY | 01/04/2019 | 465242 | R00049403 | 140801302-1 | \$20.00 PY | ✓ | ✓ |
| PP0001436 Totals: | | | | | | \$20.00 | | |
| PP0001457 | CORBIN, SHYANNE C | 01/14/2019 | 465928 | R00049659 | 160753149-1 | \$10.00 PY | ✓ | ✓ |
| PP0001457 Totals: | | | | | | \$10.00 | | |
| PP0001505 | RAMOS-HINOJOS, NOE GUADALUPE | 01/21/2019 | 466274 | | 140803619-1 | \$15.00 AB | ✓ | |
| | | 01/21/2019 | 466275 | | 140803619-1 | \$15.00 AB | ✓ | |
| | | 01/21/2019 | 466276 | | 140803619-1 | \$15.00 AB | ✓ | |
| | | 01/21/2019 | 466277 | | 140803619-1 | \$15.00 AB | ✓ | |
| | | 01/21/2019 | 466278 | | 140803619-1 | \$15.00 AB | ✓ | |
| | | 01/21/2019 | 466279 | | 140803619-1 | \$30.00 AB | ✓ | |
| | | 01/21/2019 | 466280 | | 140803619-1 | \$15.00 AB | ✓ | |
| PP0001505 Totals: | | | | | | \$120.00 | | |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|----------------------------|------------|--------|-----------|----------------------------|-----------------|
| PP0001515 | MEDINA, SCOTT | 01/04/2019 | 465259 | R00049405 | 140804758-1 140804835-1 | \$15.00 PY ✓ ✓ |
| PP0001515 Totals: | | | | | | \$15.00 |
| PP0001572 | BARBER, CRYSTAL LYNN | 01/22/2019 | 466358 | R00049808 | 140803395-1 | \$25.00 PY ✓ ✓ |
| PP0001572 Totals: | | | | | | \$25.00 |
| PP0001573 | VASSOL, PRECIOUS LEAH | 01/16/2019 | 466082 | | 140800454-1 | \$15.00 AB ✓ |
| | | 01/16/2019 | 466083 | R00049726 | 140800455-1 140800454-1 | \$233.00 PY ✓ |
| PP0001573 Totals: | | | | | | \$248.00 |
| PP0001671 | KELLEY, DOMINIQUE JANAE | 01/06/2019 | 465318 | R00049466 | 140804946-1 | \$20.00 PY ✓ ✓ |
| PP0001671 Totals: | | | | | | \$20.00 |
| PP0001689 | INGRAM, TRAFHENIA MICHELLE | 01/16/2019 | 465982 | R00049680 | 160753270-1 | \$66.00 PY ✓ |
| PP0001689 Totals: | | | | | | \$66.00 |
| PP0001692 | COOKE, REBECCA FRANCIS | 01/11/2019 | 465858 | | 140800369-1 | \$15.00 AB ✓ ✓ |
| PP0001692 Totals: | | | | | | \$15.00 |
| PP0001712 | GOETZ, KIMBERLY A | 01/11/2019 | 465855 | | 140805011-1 | \$30.00 AB ✓ ✓ |
| | | 01/11/2019 | 465856 | | 140805011-1 | \$20.00 AB ✓ ✓ |
| PP0001712 Totals: | | | | | | \$50.00 |
| PP0001718 | CONNER, RICHARD WAYNE II | 01/23/2019 | 466430 | R00049837 | 140803931-1 | \$15.00 PY ✓ ✓ |
| PP0001718 Totals: | | | | | | \$15.00 |
| PP0001739 | BRIDEGAN, SUSAN FAYE | 01/29/2019 | 466682 | R00049894 | 160755102-1 | \$30.00 PY ✓ ✓ |
| PP0001739 Totals: | | | | | | \$30.00 |
| PP0001751 | MEDINA, STELLA MARIE | 01/04/2019 | 465261 | R00049406 | 160755120-1 | \$10.00 PY ✓ ✓ |
| PP0001751 Totals: | | | | | | \$10.00 |
| PP0001801 | RAY, CHERYL DIANE | 01/18/2019 | 466233 | R00049760 | 140800473-1 | \$10.00 PY ✓ ✓ |
| PP0001801 Totals: | | | | | | \$10.00 |
| PP0001804 | LEWIS, DAYMOND K L | 01/12/2019 | 465881 | R00049636 | 160755195-1 | \$22.50 PY ✓ ✓ |
| PP0001804 Totals: | | | | | | \$22.50 |
| PP0001827 | LUSK, CHRISTOPHER MICHAEL | 01/09/2019 | 465658 | | 121154115-1 | \$15.00 AB |
| | | 01/23/2019 | 466386 | R00049818 | 121154115-1 | \$75.00 PY ✓ ✓ |
| PP0001827 Totals: | | | | | | \$90.00 |
| PP0001843 | ROBERTS, TAYLOR N | 01/11/2019 | 465862 | | 160754144-1 | \$30.00 AB ✓ ✓ |
| | | 01/11/2019 | 465864 | | 160754144-1 | \$30.00 AB ✓ ✓ |
| PP0001843 Totals: | | | | | | \$60.00 |
| PP0001852 | KELLUM, STEVEN T | 01/09/2019 | 465499 | R00049527 | 160753378-1 | \$25.00 PY ✓ ✓ |
| PP0001852 Totals: | | | | | | \$25.00 |
| PP0001879 | MCNALLY, JULIA ELIZABETH | 01/23/2019 | 466403 | R00049825 | 160753509-1 | \$35.00 PY ✓ ✓ |
| PP0001879 Totals: | | | | | | \$35.00 |
| PP0001901 | GRAY, PATRICIA V | 01/09/2019 | 465625 | R00049589 | 121154125-1 121154126-1 | \$20.00 PY ✓ ✓ |
| PP0001901 Totals: | | | | | | \$20.00 |
| PP0001912 | MALLORY, KATIE ALLENE | 01/26/2019 | 466562 | R00049869 | 140804225-1 | \$35.00 PY ✓ |
| PP0001912 Totals: | | | | | | \$35.00 |
| PP0001920 | HAYS, KENNETH JOHN | 01/08/2019 | 465446 | R00049494 | 140798035-1 | \$50.00 PY ✓ ✓ |
| PP0001920 Totals: | | | | | | \$50.00 |
| PP0001946 | WILLIAMS, COURTNEY M | 01/07/2019 | 465423 | R00049483 | 160756605-1 | \$43.50 PY ✓ |
| PP0001946 Totals: | | | | | | \$43.50 |
| PP0001972 | ANDERSON, CIERA NICHELLE | 01/07/2019 | 465397 | R00049471 | 160756176-1 | \$35.00 PY ✓ |
| | | 01/16/2019 | 466009 | R00049689 | 160756176-1 | \$30.00 PY ✓ |
| PP0001972 Totals: | | | | | | \$65.00 |
| PP0001980 | BERRY, LEIGHANN KATHRYN | 01/09/2019 | 465484 | R00049515 | 160757624-1 | \$30.00 PY ✓ ✓ |
| PP0001980 Totals: | | | | | | \$30.00 |
| PP0002007 | FROCK, JASON WAYNE | 01/23/2019 | 466381 | R00049814 | 140802849-1 | \$20.00 PY ✓ ✓ |
| PP0002007 Totals: | | | | | | \$20.00 |
| PP0002062 | CROSSLEY, DAKOTA BRADLY | 01/06/2019 | 465319 | R00049467 | 160755015-1 | \$20.00 PY ✓ ✓ |
| PP0002062 Totals: | | | | | | \$20.00 |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|------------------------------|------------|--------|-----------|-------------|-----------------|
| PP0002089 | STEGNER, BRIAN KYLE | 01/09/2019 | 465494 | R00049522 | 160753260-1 | \$20.00 PY ✓ ✓ |
| PP0002089 Totals: | | | | | | \$20.00 |
| PP0002108 | REVITA, JORDAN JANICE | 01/17/2019 | 466111 | R00049727 | 160755592-1 | \$65.00 PY ✓ ✓ |
| PP0002108 Totals: | | | | | | \$65.00 |
| PP0002119 | HINEMAN, DAKOTA R | 01/16/2019 | 466088 | | 160753516-1 | \$30.00 AB ✓ |
| | | 01/16/2019 | 466090 | | 160753516-1 | \$30.00 AB ✓ |
| | | 01/24/2019 | 466490 | R00049847 | 160753515-1 | \$125.50 PY ✓ |
| | | | | | 160753516-1 | |
| PP0002119 Totals: | | | | | | \$185.50 |
| PP0002144 | BAYS, MICHELLE LEE | 01/13/2019 | 465884 | R00049639 | 160758868-1 | \$15.00 PY ✓ ✓ |
| | | | | | 160758869-1 | |
| PP0002144 Totals: | | | | | | \$15.00 |
| PP0002147 | WOODY, SHEENA M | 01/25/2019 | 466553 | R00049867 | 160759217-1 | \$20.00 PY ✓ ✓ |
| PP0002147 Totals: | | | | | | \$20.00 |
| PP0002161 | JOHNSON, DUSTIN MICHAEL | 01/16/2019 | 466053 | R00049716 | 160759602-1 | \$40.00 PY ✓ ✓ |
| PP0002161 Totals: | | | | | | \$40.00 |
| PP0002198 | HOLDER, DAVID MATTHEW | 01/17/2019 | 466182 | | 140801933-1 | \$30.00 AB ✓ ✓ |
| PP0002198 Totals: | | | | | | \$30.00 |
| PP0002222 | MCCLUSKEY, JUSTIN RYAN | 01/10/2019 | 465705 | R00049611 | 160754743-1 | \$50.00 PY ✓ ✓ |
| PP0002222 Totals: | | | | | | \$50.00 |
| PP0002237 | BREITWEISER, ANGELIC MARIA | 01/04/2019 | 465305 | R00049458 | 160755023-1 | \$20.00 PY ✓ ✓ |
| PP0002237 Totals: | | | | | | \$20.00 |
| PP0002240 | JARRETT, MICHAEL BRUCE | 01/14/2019 | 465907 | R00049642 | 160755789-1 | \$300.00 PY ✓ |
| | | | | | 160755790-1 | |
| PP0002240 Totals: | | | | | | \$300.00 |
| PP0002241 | FLETCHER, KA'CHAE JEANAE | 01/04/2019 | 465265 | R00049426 | 160758865-1 | \$25.00 PY ✓ |
| PP0002241 Totals: | | | | | | \$25.00 |
| PP0002287 | BLACKMON, SEAN A | 01/09/2019 | 465672 | | 160757024-1 | \$150.00 AB |
| | | 01/09/2019 | 465673 | | 160757024-1 | \$150.00 AB |
| PP0002287 Totals: | | | | | | \$300.00 |
| PP0002316 | GALLARDO, TIA NICOLE | 01/09/2019 | 465665 | | 160759723-1 | \$15.00 AB ✓ ✓ |
| | | 01/09/2019 | 465667 | | 160759723-1 | \$15.00 AB ✓ ✓ |
| | | 01/09/2019 | 465669 | | 160759723-1 | \$15.00 AB ✓ ✓ |
| | | 01/09/2019 | 465670 | | 160759723-1 | \$15.00 AB ✓ ✓ |
| | | 01/18/2019 | 466249 | R00049767 | 160759723-1 | \$25.00 PY ✓ ✓ |
| PP0002316 Totals: | | | | | | \$85.00 |
| PP0002354 | AGATONE, ROBERT JOHN | 01/22/2019 | 466339 | R00049783 | 140795510-1 | \$25.00 PY ✓ ✓ |
| PP0002354 Totals: | | | | | | \$25.00 |
| PP0002382 | LAYCOCK, ANTHONY LOUIS | 01/09/2019 | 465696 | | 160754530-1 | \$15.00 AB |
| | | 01/09/2019 | 465697 | | 160754531-1 | \$15.00 AB |
| | | 01/09/2019 | 465698 | R00049603 | 160754531-1 | \$20.00 PY ✓ ✓ |
| PP0002382 Totals: | | | | | | \$50.00 |
| PP0002389 | WOLF, ROBERT S | 01/22/2019 | 466336 | R00049780 | 140803495-1 | \$30.00 PY ✓ ✓ |
| PP0002389 Totals: | | | | | | \$30.00 |
| PP0002410 | RODRIGUEZ, LISA J | 01/01/2019 | 465125 | R00049371 | 160757887-1 | \$50.00 PY ✓ ✓ |
| PP0002410 Totals: | | | | | | \$50.00 |
| PP0002431 | WHITE, MYRON L | 01/28/2019 | 466636 | R00049883 | 160761714-1 | \$70.00 PY ✓ |
| PP0002431 Totals: | | | | | | \$70.00 |
| PP0002445 | CRIM, REBECCA KRISTINE | 01/17/2019 | 466190 | R00049734 | 160755580-1 | \$40.00 PY ✓ ✓ |
| PP0002445 Totals: | | | | | | \$40.00 |
| PP0002455 | ELLINGSWORTH, WARREN JOHN | 01/23/2019 | 466431 | R00049838 | 160757028-1 | \$100.00 PY ✓ ✓ |
| | | | | | 160762517-1 | |
| PP0002455 Totals: | | | | | | \$100.00 |
| PP0002456 | AVERY, CHELSEA LYNN | 01/29/2019 | 466683 | R00049895 | 160759373-1 | \$20.00 PY ✓ ✓ |
| PP0002456 Totals: | | | | | | \$20.00 |
| PP0002464 | MCGAUGHEY, BRANDON LEE | 01/04/2019 | 465288 | R00049443 | 160763204-1 | \$26.00 PY ✓ ✓ |
| PP0002464 Totals: | | | | | | \$26.00 |
| PP0002467 | TIVIS-NORMAN, GIZZETTE LATIA | 01/22/2019 | 466360 | R00049810 | 160759091-1 | \$25.00 PY ✓ ✓ |

* Indicates an overpayment was made on the Payment Plan

TATINIA

| | | | | | | |
|--------------------------|---------------------------|------------|--------|-----------|----------------------------|-----------------|
| PP0002467 Totals: | | | | | | \$25.00 |
| PP0002472 | DENNEY, MICHAEL BOYD | 01/29/2019 | 466665 | R00049886 | 160761209-1 | \$123.00 PY ✓ |
| PP0002472 Totals: | | | | | | \$123.00 |
| PP0002483 | ANDERSON, JOE (X) | 01/16/2019 | 466093 | | 160760286-1 | \$20.00 AB |
| | | 01/24/2019 | 466488 | R00049845 | 160760286-1 | \$100.00 PY ✓ ✓ |
| PP0002483 Totals: | | | | | | \$120.00 |
| PP0002487 | LANDRY, IOSHA H | 01/24/2019 | 466459 | R00049843 | 160759798-1 | \$100.00 PY ✓ |
| PP0002487 Totals: | | | | | | \$100.00 |
| PP0002491 | ROWE, AMANDA SM | 01/12/2019 | 465882 | R00049637 | 160754843-1 | \$75.00 PY ✓ ✓ |
| PP0002491 Totals: | | | | | | \$75.00 |
| PP0002493 | SMITH, JOSEPHINE A | 01/08/2019 | 465447 | R00049495 | 160763229-1 | \$50.00 PY ✓ ✓ |
| PP0002493 Totals: | | | | | | \$50.00 |
| PP0002500 | JACKSON, SEANISHA DEANN | 01/18/2019 | 466215 | R00049749 | 160759800-1 | \$93.00 PY ✓ |
| PP0002500 Totals: | | | | | | \$93.00 |
| PP0002503 | RUSSELL, NICOLE RENEE | 01/04/2019 | 465263 | R00049409 | 160757425-1 | \$20.00 PY ✓ ✓ |
| PP0002503 Totals: | | | | | | \$20.00 |
| PP0002513 | JOHNSON, HALLIE LEIGH | 01/10/2019 | 465707 | R00049613 | 160754902-1 | \$35.00 PY ✓ ✓ |
| PP0002513 Totals: | | | | | | \$35.00 |
| PP0002519 | KINDRED, LILLIAN PATRICE | 01/18/2019 | 466244 | R00049764 | 160761746-1 | \$20.00 PY ✓ ✓ |
| PP0002519 Totals: | | | | | | \$20.00 |
| PP0002539 | BURNSTEIN, BRETT ALLEN | 01/29/2019 | 466684 | R00049896 | 160755100-1 160757251-1 | \$100.00 PY ✓ ✓ |
| PP0002539 Totals: | | | | | | \$100.00 |
| PP0002548 | GARDINER, DALE L | 01/03/2019 | 465225 | R00049386 | 160764126-1 | \$25.00 PY ✓ ✓ |
| PP0002548 Totals: | | | | | | \$25.00 |
| PP0002560 | SETZER, JANET LEE | 01/23/2019 | 466410 | R00049828 | 160764152-1 | \$20.00 PY ✓ ✓ |
| PP0002560 Totals: | | | | | | \$20.00 |
| PP0002566 | SCHEELE, CHRISTOPHER H | 01/09/2019 | 465626 | R00049590 | 160764641-1 | \$25.00 PY ✓ ✓ |
| PP0002566 Totals: | | | | | | \$25.00 |
| PP0002568 | LUEVANO, ANGELICA RAE | 01/18/2019 | 466195 | R00049739 | 160758436-1 160758438-1 | \$79.50 PY ✓ ✓ |
| PP0002568 Totals: | | | | | | \$79.50 |
| PP0002579 | DOOLEY, TINA L | 01/09/2019 | 465577 | R00049578 | 160759896-1 | \$40.00 PY ✓ ✓ |
| PP0002579 Totals: | | | | | | \$40.00 |
| PP0002582 | SWINK, DENNIS L | 01/22/2019 | 466351 | R00049795 | 160760327-1 160760328-1 | \$40.00 PY ✓ ✓ |
| PP0002582 Totals: | | | | | | \$40.00 |
| PP0002590 | STOVER, ONDA M | 01/03/2019 | 465235 | R00049396 | 160755900-1 | \$20.00 PY ✓ ✓ |
| PP0002590 Totals: | | | | | | \$20.00 |
| PP0002614 | CARDWELL, ELLEN LYNN | 01/16/2019 | 465981 | R00049679 | 160760341-1 | \$25.00 PY ✓ ✓ |
| PP0002614 Totals: | | | | | | \$25.00 |
| PP0002617 | NELSON, QUIANA DENAE | 01/22/2019 | 466335 | R00049779 | 160758067-1 | \$25.00 PY ✓ ✓ |
| PP0002617 Totals: | | | | | | \$25.00 |
| PP0002618 | DUNCAN, WYATT THOMAS | 01/01/2019 | 465128 | R00049373 | 160763652-1 | \$150.00 PY ✓ |
| PP0002618 Totals: | | | | | | \$150.00 |
| PP0002626 | WATTERS, TINA MARIE | 01/30/2019 | 466761 | R00049933 | 160759834-1 | \$48.00 PY ✓ |
| PP0002626 Totals: | | | | | | \$48.00 |
| PP0002637 | HENRY, TYSON WILLIAM | 01/07/2019 | 465426 | R00049486 | 160759840-1 | \$57.00 PY ✓ ✓ |
| PP0002637 Totals: | | | | | | \$57.00 |
| PP0002638 | KOCOUREK-BOWMAN, KAYLEE K | 01/09/2019 | 465652 | R00049596 | 160758884-1 | \$40.00 PY ✓ ✓ |
| PP0002638 Totals: | | | | | | \$40.00 |
| PP0002651 | VALVERDE, FABIAN JOSE | 01/23/2019 | 466422 | R00049835 | 140803434-1 160754565-1 | \$452.50 PY ✓ |
| PP0002651 Totals: | | | | | | \$452.50 |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|----------------------------|--|----------------------------|-------------------------------------|---|--|
| PP0002668 | OWENS, ASHLEY NICOLE | 01/15/2019 | 465955 | R00049674 | 160764244-1 | \$25.00 PY ✓ ✓ |
| PP0002668 Totals: | | | | | | \$25.00 |
| PP0002673 | HAMM, MALISSA MARIEE | 01/22/2019 | 466337 | R00049781 | 160757948-1 | \$50.00 PY ✓ ✓ |
| PP0002673 Totals: | | | | | | \$50.00 |
| PP0002675 | LAMASTER, LA'ARION SHA'COR | 01/05/2019 | 465313 | R00049464 | 160761480-1 | \$50.00 PY ✓ ✓ |
| PP0002675 Totals: | | | | | | \$50.00 |
| PP0002678 | NAUGHTON, RICHARD DAVID | 01/31/2019 | 466800 | R00049941 | 160760389-1 | \$25.00 PY ✓ ✓ |
| PP0002678 Totals: | | | | | | \$25.00 |
| PP0002691 | DICKERSON, ROBERT M | 01/30/2019 | 466759 | R00049931 | 160762795-1 | \$200.00 PY ✓ ✓ |
| PP0002691 Totals: | | | | | | \$200.00 |
| PP0002694 | MEIER, JENNIFER ANGELA | 01/21/2019 | 466265 | R00049777 | 160760013-1 160760014-1 | \$25.00 PY ✓ ✓ |
| PP0002694 Totals: | | | | | | \$25.00 |
| PP0002697 | RIST, JEFFREY M | 01/03/2019 | 465232 | R00049392 | 160762474-1 | \$53.00 PY ✓ |
| PP0002697 Totals: | | | | | | \$53.00 |
| PP0002701 | EMMANUEL, DEVON DAYONTA | 01/14/2019 | 465922 | R00049652 | 160760404-1 | \$52.00 PY ✓ ✓ |
| PP0002701 Totals: | | | | | | \$52.00 |
| PP0002717 | HALL, KARAH L | 01/30/2019 | 466738 | R00049922 | 160764849-1 | \$123.00 PY ✓ |
| PP0002717 Totals: | | | | | | \$123.00 |
| PP0002718 | DAVIS, JACOB RYAN | 01/17/2019 | 466118 | R00049729 | 160763725-1 160763726-1 | \$190.00 PY ✓ |
| PP0002718 Totals: | | | | | | \$190.00 |
| PP0002726 | FLOWERS, BETHANY M | 01/11/2019 01/25/2019 | 465752 466511 | R00049619 R00049851 | 160762529-1 160762529-1 | \$30.00 PY ✓ \$38.00 PY ✓ |
| PP0002726 Totals: | | | | | | \$68.00 |
| PP0002741 | NAUGHTON, JENNIFER | 01/31/2019 | 466799 | R00049940 | 160760046-1 | \$25.00 PY ✓ ✓ |
| PP0002741 Totals: | | | | | | \$25.00 |
| PP0002744 | GUIDRY, CANDY | 01/25/2019 | 466515 | R00049858 | 160760088-1 | \$25.00 PY ✓ |
| PP0002744 Totals: | | | | | | \$25.00 |
| PP0002745 | FRENCH, DUANE KENNETH | 01/07/2019 01/14/2019 01/29/2019 | 465322 465914 466669 | R00049470 R00049648 R00049888 | 160755156-1 160755156-1 160755156-1 | \$30.00 PY ✓ ✓ \$30.00 PY ✓ ✓ \$30.00 PY ✓ ✓ |
| PP0002745 Totals: | | | | | | \$90.00 |
| PP0002747 | ELLISON, TAMMY JEANNE | 01/20/2019 | 466260 | R00049775 | 160761409-1 | \$50.00 PY |
| PP0002747 Totals: | | | | | | \$50.00 |
| PP0002769 | SULLIVAN, ASHLEY CHABRILLE | 01/07/2019 | 465428 | R00049488 | 160760427-1 | \$20.00 PY ✓ ✓ |
| PP0002769 Totals: | | | | | | \$20.00 |
| PP0002784 | MADINA, ANDRE DEVON | 01/10/2019 01/30/2019 | 465702 466729 | R00049608 R00049917 | 160761790-1 160761791-1 160761791-1 | \$50.00 PY ✓ \$73.00 PY ✓ |
| PP0002784 Totals: | | | | | | \$123.00 |
| PP0002785 | ADAMS, JACOB EUGENE | 01/10/2019 | 465706 | R00049612 | 160764779-1 | \$20.00 PY ✓ ✓ |
| PP0002785 Totals: | | | | | | \$20.00 |
| PP0002796 | CLARK, KATHERINE A | 01/03/2019 | 465238 | R00049399 | 160764279-1 | \$35.00 PY ✓ ✓ |
| PP0002796 Totals: | | | | | | \$35.00 |
| PP0002801 | CARRERA-ZARCO, JEISON OMAR | 01/08/2019 | 465452 | R00049500 | 160762935-1 | \$50.00 PY ✓ ✓ |
| PP0002801 Totals: | | | | | | \$50.00 |
| PP0002802 | KIHN, LINDA ANN | 01/16/2019 | 466004 | R00049683 | 160763595-1 | \$30.00 PY ✓ ✓ |
| PP0002802 Totals: | | | | | | \$30.00 |
| PP0002803 | DUNLAVY, MEGAN ELIZABETH | 01/02/2019 01/11/2019 | 465129 465844 | R00049374 R00049623 | 160760445-1 160760445-1 | \$50.00 PY ✓ ✓ \$100.00 PY ✓ ✓ |
| PP0002803 Totals: | | | | | | \$150.00 |
| PP0002805 | PARISH, NICKOLAS EUGENE | 01/10/2019 | 465703 | R00049609 | 160758947-1 | \$100.00 PY ✓ ✓ |
| PP0002805 Totals: | | | | | | \$100.00 |
| PP0002810 | WAID, CHAD M | 01/05/2019 | 465310 | R00049461 | 160753540-1 160756400-1 | \$225.00 PY ✓ ✓ |
| PP0002810 Totals: | | | | | | \$225.00 |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|------------------------------------|------------|--------|-----------|----------------------------|-----------------|
| PP0002819 | MURPHY, THURSTON RONALD RAYMOND | 01/23/2019 | 466382 | R00049815 | 160764302-1 | \$20.00 PY ✓ ✓ |
| PP0002819 Totals: | | | | | | \$20.00 |
| PP0002824 | HESTER, MICKAELIA L | 01/04/2019 | 465239 | R00049400 | 160762969-1 | \$25.00 PY ✓ ✓ |
| | | 01/18/2019 | 466194 | R00049738 | 160762969-1 | \$25.00 PY ✓ ✓ |
| PP0002824 Totals: | | | | | | \$50.00 |
| PP0002829 | GRAHAM, KATHRYN DEVIN | 01/05/2019 | 465306 | R00049459 | 160761835-1 | \$50.00 PY ✓ ✓ |
| PP0002829 Totals: | | | | | | \$50.00 |
| PP0002833 | SAGER, HEATH B | 01/09/2019 | 465515 | R00049548 | 160755859-1 | \$20.00 PY ✓ ✓ |
| PP0002833 Totals: | | | | | | \$20.00 |
| PP0002838 | RIVERA, JOSE MANUEL JR | 01/04/2019 | 465240 | R00049401 | 160762451-1 | \$133.00 PY ✓ |
| PP0002838 Totals: | | | | | | \$133.00 |
| PP0002840 | NEWMAN, CASSANDRA ANN | 01/10/2019 | 465704 | R00049610 | 160753274-1 160753271-1 | \$64.00 PY ✓ ✓ |
| PP0002840 Totals: | | | | | | \$64.00 |
| PP0002841 | HERMON, CAROL R | 01/02/2019 | 465179 | R00049376 | 160765659-1 | \$50.00 PY ✓ ✓ |
| PP0002841 Totals: | | | | | | \$50.00 |
| PP0002842 | TILLEY, THOMAS E | 01/04/2019 | 465300 | R00049454 | 160762952-1 | \$40.00 PY ✓ ✓ |
| PP0002842 Totals: | | | | | | \$40.00 |
| PP0002843 | KNIGHT, GEORGE RANSON | 01/31/2019 | 466807 | R00049942 | 160762904-1 160762905-1 | \$200.00 PY ✓ ✓ |
| PP0002843 Totals: | | | | | | \$200.00 |
| PP0002845 | WHEELER, ALICE JOY | 01/16/2019 | 466023 | R00049701 | 160762989-1 | \$50.00 PY ✓ ✓ |
| PP0002845 Totals: | | | | | | \$50.00 |
| PP0002846 | LASH, TARA M | 01/04/2019 | 465290 | R00049444 | 160765891-1 | \$40.00 PY ✓ ✓ |
| PP0002846 Totals: | | | | | | \$40.00 |
| PP0002848 | MADRID, KEATON NATHANIEL | 01/02/2019 | 465185 | R00049382 | 160758206-1 | \$60.00 PY ✓ |
| PP0002848 Totals: | | | | | | \$60.00 |
| PP0002849 | CUCAR, SOFIA LINN | 01/08/2019 | 465455 | R00049503 | 160760072-1 | \$20.00 PY ✓ ✓ |
| PP0002849 Totals: | | | | | | \$20.00 |
| PP0002850 | OLSON, JOHN E III | 01/03/2019 | 465193 | R00049385 | 160766207-1 | \$75.00 PY ✓ ✓ |
| PP0002850 Totals: | | | | | | \$75.00 |
| PP0002852 | BENOIT, SARAH LILLIAN | 01/23/2019 | 466435 | R00049839 | 160762991-1 | \$50.00 PY ✓ ✓ |
| PP0002852 Totals: | | | | | | \$50.00 |
| PP0002855 | DIXON, ASHSHEE TAREN NICOLE | 01/31/2019 | 466782 | R00049936 | 160761314-1 | \$50.00 PY ✓ ✓ |
| PP0002855 Totals: | | | | | | \$50.00 |
| PP0002858 | SLEDD, SKYLER BREANN | 01/02/2019 | 465184 | R00049381 | 160760346-1 | \$20.00 PY ✓ |
| | | 01/15/2019 | 465979 | R00049677 | 160760346-1 | \$40.00 PY ✓ |
| PP0002858 Totals: | | | | | | \$60.00 |
| PP0002860 | SCHWERDTFEGER, JASON CARL | 01/03/2019 | 465237 | R00049398 | 160765789-1 | \$50.00 PY |
| PP0002860 Totals: | | | | | | \$50.00 |
| PP0002861 | BOYDSTON, NATHANIEL RAY | 01/08/2019 | 465454 | R00049502 | 160765674-1 | \$25.00 PY ✓ ✓ |
| PP0002861 Totals: | | | | | | \$25.00 |
| PP0002864 | KEMP, DAKOTA L | 01/08/2019 | 465450 | R00049497 | 160765655-1 | \$100.00 PY ✓ ✓ |
| PP0002864 Totals: | | | | | | \$100.00 |
| PP0002871 | MCCANN, MATHEW RUSSEL | 01/18/2019 | 466207 | R00049740 | 160764286-1 | \$123.00 PY ✓ |
| PP0002871 Totals: | | | | | | \$123.00 |
| PP0002873 | EYRE, REGINA MARIE | 01/03/2019 | 465234 | R00049395 | 160761886-1 | \$115.00 PY ✓ ✓ |
| PP0002873 Totals: | | | | | | \$115.00 |
| PP0002876 | DAVIS, CHANDLER D | 01/22/2019 | 466359 | R00049809 | 160756577-1 | \$20.00 PY ✓ ✓ |
| PP0002876 Totals: | | | | | | \$20.00 |
| PP0002879 | STIGGER, CANDACE S | 01/17/2019 | 466192 | R00049736 | 160765147-1 | \$40.00 PY ✓ ✓ |
| PP0002879 Totals: | | | | | | \$40.00 |
| PP0002880 | COGGINS, DEVON | 01/18/2019 | 466248 | R00049766 | 160766243-1 | \$60.00 PY ✓ |
| PP0002880 Totals: | | | | | | \$60.00 |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|------------------------------|------------|--------|-----------|--|-----------------|
| PP0002881 | HINEMAN, AUSTIN RYAN | 01/15/2019 | 465971 | R00049676 | 160761848-1 160761849-1 | \$248.00 PY ✓ |
| PP0002881 Totals: | | | | | | \$248.00 |
| PP0002882 | TRAGESER, CHAD NATHAN | 01/18/2019 | 466245 | R00049765 | 160765890-1 | \$150.00 PY ✓ |
| PP0002882 Totals: | | | | | | \$150.00 |
| PP0002884 | JOHNSON, CHARLIE (X) JR. | 01/24/2019 | 466493 | R00049848 | 160763779-1 160763780-1 | \$160.00 PY ✓ ✓ |
| PP0002884 Totals: | | | | | | \$160.00 |
| PP0002885 | WINKERT, CHARLES WILLIAM III | 01/19/2019 | 466251 | R00049769 | 160760508-1 | \$75.00 PY ✓ |
| PP0002885 Totals: | | | | | | \$75.00 |
| PP0002888 | HUTTON, CHANCE JEFFREY | 01/15/2019 | 465970 | R00049675 | 160765192-1 | \$50.00 PY ✓ ✓ |
| PP0002888 Totals: | | | | | | \$50.00 |
| PP0002889 | AGU, GABRIEL T | 01/02/2019 | 465182 | R00049379 | 160756775-1 | \$50.00 PY ✓ ✓ |
| PP0002889 Totals: | | | | | | \$50.00 |
| PP0002890 | SIBLEY, TREY EUGENE | 01/03/2019 | 465236 | R00049397 | 160766155-1 | \$10.00 PY ✓ ✓ |
| | | 01/18/2019 | 466193 | R00049737 | 160766155-1 | \$10.00 PY ✓ ✓ |
| | | 01/31/2019 | 466818 | R00049945 | 160766155-1 | \$10.00 PY ✓ ✓ |
| PP0002890 Totals: | | | | | | \$30.00 |
| PP0002891 | MEDLEY, PATRICIA J | 01/03/2019 | 465230 | R00049390 | 160765724-1 | \$50.00 PY ✓ ✓ |
| | | 01/16/2019 | 466022 | R00049700 | 160765723-1 160765724-1 | \$50.00 PY ✓ ✓ |
| PP0002891 Totals: | | | | | | \$100.00 |
| PP0002892 | AUDSLEY, TERRY LANE REESE | 01/18/2019 | 466213 | R00049747 | 160765529-1 160765530-1 | \$150.00 PY ✓ ✓ |
| PP0002892 Totals: | | | | | | \$150.00 |
| PP0002908 | EDMONDS, MATTHEW KENNETH | 01/18/2019 | 466224 | R00049755 | 160765800-1 | \$200.00 PY ✓ |
| PP0002908 Totals: | | | | | | \$200.00 |
| PP0002910 | SCHROEDER, DALTON WAYNE | 01/09/2019 | 465580 | R00049580 | 160765025-1 160765026-1 | \$87.00 PY |
| PP0002910 Totals: | | | | | | \$87.00 |
| PP0002911 | CAMPBELL, JAESON NATHANIAL | 01/16/2019 | 466003 | R00049682 | 160761853-1 | \$50.00 PY ✓ |
| PP0002911 Totals: | | | | | | \$50.00 |
| PP0002912 | ABERNATHY, ADRIANNA R | 01/17/2019 | 466191 | R00049735 | 160766429-1 | \$123.00 PY ✓ |
| PP0002912 Totals: | | | | | | \$123.00 |
| PP0002915 | GREEN, JEREMY LAWRENCE | 01/19/2019 | 466252 | R00049770 | 160763807-1 | \$41.00 PY ✓ ✓ |
| | | 01/28/2019 | 466630 | R00049877 | 160763807-1 | \$41.00 PY ✓ ✓ |
| PP0002915 Totals: | | | | | | \$82.00 |
| PP0002919 | KAHMANN, DANIEL P | 01/18/2019 | 466208 | R00049741 | 160766460-1 | \$123.00 PY ✓ |
| PP0002919 Totals: | | | | | | \$123.00 |
| PP0002922 | GOFF, CHEYENNE MARIE | 01/09/2019 | 465642 | R00049595 | 160758318-1 160758319-1 160762475-1 160762476-1 | \$200.00 PY ✓ |
| | | 01/31/2019 | 466814 | R00049943 | 160758317-1 160758318-1 | \$248.00 PY ✓ |
| PP0002922 Totals: | | | | | | \$448.00 |
| PP0002930 | MICHAEL, KRISTIN RENEE | 01/09/2019 | 465659 | R00049598 | 160764440-1 | \$112.00 PY ✓ ✓ |
| PP0002930 Totals: | | | | | | \$112.00 |
| PP0002932 | OWENS, ROBERT NATHAN | 01/09/2019 | 465678 | R00049600 | 160763575-1 | \$100.00 PY ✓ ✓ |
| PP0002932 Totals: | | | | | | \$100.00 |
| PP0002933 | MITCHELL, CRISPIN LEE | 01/14/2019 | 465906 | R00049641 | 160765736-1 | \$123.00 PY ✓ ✓ |
| PP0002933 Totals: | | | | | | \$123.00 |
| PP0002937 | JOHNSON, KRISTINA N | 01/16/2019 | 466044 | R00049714 | 160758553-1 | \$20.00 PY ✓ ✓ |
| PP0002937 Totals: | | | | | | \$20.00 |
| PP0002938 | PETERSON, MISTY ANN | 01/18/2019 | 466219 | R00049752 | 160764487-1 | \$29.50 PY ✓ |
| PP0002938 Totals: | | | | | | \$29.50 |
| PP0002941 | MANLEY, WILLIE | 01/16/2019 | 466070 | R00049720 | 160760517-1 | \$25.00 PY ✓ ✓ |
| PP0002941 Totals: | | | | | | \$25.00 |

* Indicates an overpayment was made on the Payment Plan

| | | | | | | |
|--------------------------|-------------------------|------------|--------|-----------|-------------|----------------|
| PP0002947 | LARNED, BRIAN SCOTT | 01/24/2019 | 466487 | R00049844 | 160766502-1 | \$20.00 PY ✓ ✓ |
| PP0002947 Totals: | | | | | | \$20.00 |
| PP0002954 | REGISTER, WESLEY PATTON | 01/20/2019 | 466259 | R00049774 | 160766532-1 | \$50.00 PY ✓ ✓ |
| PP0002954 Totals: | | | | | | \$50.00 |
| PP0002955 | ZUMWALT, ZACHARY D | 01/23/2019 | 466384 | R00049816 | 160756955-1 | \$10.00 PY ✓ ✓ |
| PP0002955 Totals: | | | | | | \$10.00 |
| PP0002960 | TAYLOR, CYNTHIA P | 01/25/2019 | 466509 | R00049849 | 160764324-1 | \$47.00 PY ✓ ✓ |
| PP0002960 Totals: | | | | | | \$47.00 |

Report Totals

\$11,667.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

2/1/2019 3:09:46 PM

Totals For Filed Date From 01/01/2019 To 01/31/2019

Posted Fee Totals For Posted Date From 01/01/2019 To 01/31/2019

Violations By Filed Date

| | |
|--------------------------------|------------|
| City Ordinance | 114 |
| IPMC CODE | 5 |
| MOVING TRAFFIC | 250 |
| Parking | 10 |
| Traffic | 141 |
| UNIFIED DEVELOPMENT CODE | 1 |
| Total Violations Filed: | 521 |

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

21

| | |
|----------------|------------|
| MOVING TRAFFIC | 63 |
| Parking | 2 |
| Traffic | 77 |
| CL | 142 |

PDFN-PROSECUTION DECLINED NOT FILED

| | |
|---|------------|
| City Ordinance | 2 |
| MOVING TRAFFIC | 3 |
| PDFN | 5 |
| Total Violations Completed-Paid Fines: | 147 |

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

| | |
|----------------|----|
| City Ordinance | 71 |
| IPMC CODE | 1 |
| MOVING TRAFFIC | 69 |



My Filed Or Closed Cases Listing

Belton

2/1/2019 3:09:46 PM

Totals For Filed Date From 01/01/2019 To 01/31/2019

Posted Fee Totals For Posted Date From 01/01/2019 To 01/31/2019

Violations Completed-Before Judge By Filed Date

| | | |
|---|------------|-----|
| Traffic | 106 | |
| CL | | 247 |
| DI-CLOSED BY SIS | | |
| MOVING TRAFFIC | 3 | |
| DI | | 3 |
| DJ-Dismissed by Judge | | |
| City Ordinance | 8 | |
| DJ | | 8 |
| DP-Dismissed by Prosecutor | | |
| City Ordinance | 26 | |
| MOVING TRAFFIC | 15 | |
| Traffic | 2 | |
| DP | | 43 |
| DW-DISMISSED NO WITNESS | | |
| City Ordinance | 1 | |
| DW | | 1 |
| DX-FOUND NOT GUILTY AT TRIAL | | |
| City Ordinance | 1 | |
| MOVING TRAFFIC | 35 | |
| Traffic | 3 | |
| DX | | 39 |
| Total Violations Completed-Before Judge: | 341 | |

22



My Filed Or Closed Cases Listing

Belton

2/1/2019 3:09:46 PM

Totals For Filed Date From 01/01/2019 To 01/31/2019

Posted Fee Totals For Posted Date From 01/01/2019 To 01/31/2019

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

| | | |
|----------------|---|---|
| City Ordinance | 4 | |
| D\$ | | 4 |

DJ-Dismissed by Judge

| | | |
|----------------|---|---|
| City Ordinance | 3 | |
| DJ | | 3 |

DO-DISMISSED BY OFFICER

| | | |
|----------------|---|---|
| MOVING TRAFFIC | 1 | |
| DO | | 1 |

DS-DISMISSED STATE CHARGES

| | | |
|----------------|---|---|
| City Ordinance | 3 | |
| MOVING TRAFFIC | 2 | |
| DS | | 5 |

| | | |
|---|--|-----------|
| Total Violations Completed-Paid Fines: | | 13 |
|---|--|-----------|

| | |
|--|------------|
| Total Violations Completed-Paid Fines: | 147 |
| Total Violations Completed-Before Judge: | 341 |
| Total Violations Completed-Before Jury: | 0 |
| Total Violations Completed-Before Teen Court: | 0 |
| Total Violations Completed-Other: | 13 |
| Total Violations Completed: | 501 |
| Total Violations Filed: | 521 |
| Net Difference Filed - Completed: | 20 |

23



My Filed Or Closed Cases Listing

Belton

2/1/2019 3:09:46 PM

Totals For Filed Date From 01/01/2019 To 01/31/2019

Posted Fee Totals For Posted Date From 01/01/2019 To 01/31/2019

Warrants Issued

| | | | |
|-------------------------------|------------|--------------------------|------------|
| City Ordinance | 194 | | |
| MOVING TRAFFIC | 124 | | |
| Parking | 1 | | |
| Traffic | 112 | | |
| Total Warrants Issued: | 431 | Total Violations: | 431 |

Warrants Cleared

| | | | |
|--------------------------------|------------|--------------------------|------------|
| City Ordinance | 171 | | |
| IPMC CODE | 1 | | |
| MOVING TRAFFIC | 126 | | |
| Parking | 1 | | |
| Traffic | 66 | | |
| Total Warrants Cleared: | 365 | Total Violations: | 365 |

24

| | |
|--------------------------------|------------|
| Total Warrants Issued: | 431 |
| Total Warrants Cleared: | 365 |
| Net Difference: | 66 |

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

| | | | |
|----------------|---|---|--|
| MOVING TRAFFIC | 5 | | |
| AJ | | 5 | |

CC-CONTEMPT OF COURT ISSUED

| | | | |
|----------------|---|---|--|
| City Ordinance | 1 | | |
| MOVING TRAFFIC | 1 | | |
| CC | | 2 | |



My Filed Or Closed Cases Listing

Belton

2/1/2019 3:09:46 PM

Totals For Filed Date From 01/01/2019 To 01/31/2019

Posted Fee Totals For Posted Date From 01/01/2019 To 01/31/2019

Violations Completed-Other Paid By Filed Date

CD-Completion date for school(s)

| | | |
|----------------|---|---|
| City Ordinance | 1 | |
| MOVING TRAFFIC | 3 | |
| CD | | 4 |

CN-Continued Arraignment

| | | |
|----------------|---|----|
| City Ordinance | 3 | |
| MOVING TRAFFIC | 6 | |
| Traffic | 3 | |
| CN | | 12 |

PP-Payment plan

| | | |
|----------------|----|-----|
| City Ordinance | 22 | |
| IPMC CODE | 1 | |
| MOVING TRAFFIC | 49 | |
| Traffic | 30 | |
| PP | | 102 |

WI-Warrant Issued

| | | |
|----------------|----|----|
| City Ordinance | 36 | |
| IPMC CODE | 1 | |
| MOVING TRAFFIC | 32 | |
| Traffic | 21 | |
| WI | | 90 |

Total Violations Completed-Other Paid: 215

25



My Filed Or Closed Cases Listing

Belton

2/1/2019 3:09:46 PM

Posted Fee Totals For Posted Date From 01/01/2019 To 01/31/2019

| Fee Code | Fee Description | Paid |
|-----------|------------------------------|-------------|
| BF (84) | BOND FORFEITURE | \$4,196.00 |
| CC (76) | COURT COSTS | \$3,444.46 |
| CN (CA) | COURT NOTIFCATION AUTOMATION | \$607.45 |
| CVC2 (74) | CRIME VICTIMS CITY | \$115.07 |
| CVS2 (CV) | CRIME VICTIMS STATE | \$2,446.14 |
| DM (82) | DOMESTIC VIOLENCE | \$623.00 |
| DWI (77) | DWI RECOVERY COST | \$500.00 |
| FINE (76) | FINE | \$41,491.36 |
| ILFC (83) | ILF- CITY | \$314.37 |
| IS (IS) | INMATE SECURITY FUND | \$628.09 |
| SBF (84) | SURETY BOND FORFEITURE | \$400.00 |
| SR (SR) | SHERIFF RETIREMENT | \$1,029.24 |
| TFC (78) | TRAINING FUND CITY | \$622.74 |
| TFS (81) | TRAINING FUND STATE | \$343.08 |

26

Report Totals: **\$56,761.00**

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: 1/2019 | |
| 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) CHARLES C. CURRY | | 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 | | 110 | 3,576 |
| B. cases (citations / informations) filed | | 10 | 389 |
| C. cases (citations / informations) disposed | | | |
| 1. jury trial (Springfield, Jefferson County, and St. Louis County only) | | | |
| 2. court / bench trial - GUILTY | | 0 | 8 |
| 3. court / bench trial - NOT GUILTY | | 0 | 38 |
| 4. plea of GUILTY in court | | 9 | 185 |
| 5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs) | | 0 | 140 |
| 6. dismissed by court | | 0 | 0 |
| 7. <i>nolle prosequi</i> | | 1 | 17 |
| 8. certified for jury trial (not heard in the Municipal Division) | | 0 | 0 |
| 9. TOTAL CASE DISPOSITIONS | | 10 | 388 |
| D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9] | | 110 | 3,577 |
| 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 | 431 | # issued during period | 0 |
| 2. # served/withdrawn during reporting period | 365 | <input checked="" type="checkbox"/> Court staff does not process parking tickets | |
| 3. # outstanding at end of reporting period | 3,428 | | |

MUNICIPAL DIVISION SUMMARY REPORTING FORM

| | | |
|--------------------------|----------------------|--------------------------|
| COURT INFORMATION | Municipality: Belton | Reporting Period: 1/2019 |
|--------------------------|----------------------|--------------------------|

| | | | |
|--|--------------------|---|--------------------|
| V. DISBURSEMENTS | | | |
| Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation) | | Other Disbursements cont. | |
| Fines - Excess Revenue | \$30,161.30 | | |
| Clerk Fee - Excess Revenue | \$2,971.31 | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue | \$91.39 | | |
| Bond forfeitures (paid to city) - Excess Revenue | \$1,351.00 | | |
| Total Excess Revenue | \$34,575.00 | | |
| Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation) | | | |
| Fines - Other | \$11,937.51 | | |
| Clerk Fee - Other | \$787.52 | | |
| 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 | \$343.08 | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to State | \$2,446.14 | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other | \$23.68 | | |
| Law Enforcement Training (LET) Fund surcharge | \$622.74 | | |
| Domestic Violence Shelter surcharge | \$623.00 | | |
| Inmate Prisoner Detainee Security Fund surcharge | \$628.09 | | |
| Sheriffs' Retirement Fund (SRF) surcharge | \$1,029.24 | | |
| Restitution | \$0.00 | | |
| Parking ticket revenue (including penalties) | \$0.00 | | |
| Bond forfeitures (paid to city) - Other | \$3,245.00 | | |
| Total Revenue Other | \$21,686.00 | | |
| Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs. | | Total Other Disbursements | \$500.00 |
| | | Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited | \$56,761.00 |
| DWI RECOVERY COST | \$500.00 | Bond Refunds | \$0.00 |
| | | Total Disbursements | \$56,761.00 |

[Skip to main content](#)

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Municipal Division Summary Reporting

[Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

| | | | |
|--------------------------|--------|------|------|
| 79 | | | Cass |
| 17th | | | |
| MDSR | 2 | Cass | 17th |
| Belton Municipal Divisic | 79 | new | new |
| 0 | Select | | |

Add February Report

Show 10 entries

Search:

Reporting Period Year

Reporting Period Month

| | | |
|------|-----------|----------|
| 2019 | January | Resubmit |
| 2018 | December | Resubmit |
| 2018 | November | Resubmit |
| 2018 | October | Resubmit |
| 2018 | September | Resubmit |
| 2018 | August | Resubmit |
| 2018 | July | Resubmit |
| 2018 | June | Resubmit |
| 2018 | May | Resubmit |
| 2018 | April | Resubmit |

Showing 1 to 10 of 13 entries

- [Previous](#)
- [1](#)
- [2](#)
- [Next](#)

Are you the Principal/Chief Judge?

Yes No

SECTION VII

D



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

Agenda Date: February 26, 2019

Division/Department: Economic Development

Council Regular Meeting Work Session Special Session

Approvals

City Manager Department Director Attorney Finance Director Engineer

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

Issue/Recommendation

The purchase of a 2019 Dodge Grand Caravan for the Economic Development Department. This is an approved line item in the Economic Development budget for FY2019.

Proposed City Council Motion

A motion approving the purchase of a 2019 Dodge Grand Caravan for the Economic Development Department.

Background

The Economic Development Department is responsible for marketing the City of Belton to and with the State of Missouri's Department of Economic Development, the Missouri Partnership, the Kansas City Area Development Council (KCADC) as well as site selectors and developers. An important part of the marketing process is driving tours of Belton. These tours involve many people at one time. Therefore, a vehicle that can accommodate at least seven people is optimal. Dependable transportation is vital to serving this need.

Additionally, trips outside of the City limits are often necessary. City staff will go to other locations within the Kansas City metro to evaluate and observe other projects. This firsthand experience is invaluable as we are able to see the design elements of potential and similar projects.

The price for the vehicle is based upon the low bid of 2019 Mid America Council of Public Procurement (MACPP) metro wide bid. It should be noted the 2019 Statewide Contract Bid did not provide pricing for a similar or same vehicle.

Impact/Analysis

| | | |
|--|----|---|
| New Vehicle – Approved by City Council in the FY 2019 budget | | |
| Amount of Request/Contract: | \$ | 20,693 |
| Amount Budgeted: | \$ | 25,000 budgeted from FY 2019 for the purchase of one vehicle. |
| Funding Source: | | 224-0000-495-7300 (Capital) |
| Additional Funds: | \$ | |
| Encumbered: | \$ | |
| Funds Remaining: | \$ | \$4,307 |

Staff Recommendation, Action, and Date

Staff proposes that City Council approve the purchase of one vehicle for the Economic Development Department at the February 26, 2019 meeting.

List of reference documents attached

- Bid Tab Summary
- MACPP Cost Comparisons



City of Belton

Vehicle Pricing Tabulation Sheet – 2019 Model year

Prices based upon comparable vehicles with the same specifications:

| Landmark Dodge- Belton | Shawnee Mission Ford-Shawnee | Olathe Ford-Olathe | Statewide Contract Missouri - |
|------------------------|------------------------------|--------------------|---------------------------------------|
| Dodge Grand Caravan | Ford Transit Van | Ford Transit Van | No bids provided for similar vehicles |
| \$20,693 | \$23,683 | \$24,132 | n/a |

LANDMARK DODGE CHRYSLER JEEP
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed: 2019-02-12 5:20 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00GFH Baader Johnson Food Processing
 FAN 2:
 Client Code:
 Bid Number:
 PO Number:

Sold to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Ship to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Vehicle: 2019 GRAND CARAVAN SE (RTKH53)

| | Sales Code | Description | MSRP(USD) | FWP(USD) |
|-------------------|------------|-------------------------------------|---------------------|---------------|
| Model: | RTKH53 | GRAND CARAVAN SE | 26,790 | 26,571 |
| Package: | 29S | Customer Preferred Package 29S | 0 | 0 |
| | ERB | 3.6L V6 24V VVT Engine | 0 | 0 |
| | DG2 | 6-Speed Automatic 62TE Transmission | 0 | 0 |
| Paint/Seat/Trim: | PAU | Granite Pearl Coat | 0 | 0 |
| | APA | Monotone Paint | 0 | 0 |
| | *H7 | Cloth Low-Back Bucket Seats | 0 | 0 |
| | -X1 | Black/Lt Graystone | 0 | 0 |
| Options: | 5N6 | Easy Order | 0 | 0 |
| | 4FM | Fleet Option Editor | 0 | 0 |
| | 4FT | Fleet Sales Order | 0 | 0 |
| | 174 | Zone 74-Denver | 0 | 0 |
| | 4EA | Sold Vehicle | 0 | 0 |
| Non Equipment: | 4WA | Misc Commercial Account | 0 | 0 |
| Discounts: | YGE | 5 Additional Gallons of Gas | 0 | 12 |
| Destination Fees: | | | 1,495 | 1,495 |
| | | | Total Price: | 28,285 |
| | | | | 28,078 |

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address:

PSP Month/Week:
 Build Priority: 99

Instructions: USA

YOUR COST
\$ 20,693.00
THANKS

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

IFB No. 2016-002 for
Group V Vans - 2019MY* **Dealer Name: Shawnee Mission Ford** **Date: 10-08-16**

Minimum Specifications for ALL Vans are as follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti Lock Brakes, Factory Power Steering, **Factory Power Windows - All side doors**, Factory Power Door Locks, Factory Cruise Control and Tire Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bid, Factory AM/FM radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear, Maintenance Free Battery, Alternator Standard per Model Bid, Heater - Standard for Model Bid, Radiator - Standard for Model Bid, Transmission - Standard for Model bid, Fuel Tank-Standard for Model Bid, Headliner - Standard per Model bid, Heater Standard per Model Bid, Outside Mirrors - Standard per Model Bid.

| Item No. 24 | Type: MINI-VAN - PASSENGER | BIDDER MUST COMPLETE MFG'S CODE & DESCRIPTION | Current Model Year | |
|--------------------|--|--|--------------------|-----------|
| | | | MEETS SPEC | |
| | | | Mark Yes or No | |
| FEATURE | DESCRIPTION | | Yes | No |
| Make Equal To | Caravan, Odyssey, Transit Connect or Equal | Transit Connect WGN | YES | |
| Body Style | Mini window van | E9E | YES | |
| Doors-Front | 2 with windows | ST0 | YES | |
| Doors-Rear | State what was in base Bid | LIFTGATE | YES | |
| Doors-Side | State what was in base Bid | DUAL SLIDING | YES | |
| Drive Line | State front wheel drive, rear wheel drive, all wheel drive | FRONT WHEEL DRIVE | YES | |
| Engine | Min 4 cylinder, gasoline, state liter | 2.0L GD114 992 | YES | |
| Paint | Standard - provide Website for optional colors | WWW.FLEET.FORD.COM | YES | |
| Passenger Capacity | State number of passengers for Model Bid | 7 INCLUDING DRIVER | YES | |
| Warranty | State and Provide Website | WWW.FLEET.FORD.COM | YES | |
| Wheelbase | State what was in base Bid | 121 | YES | |
| BID PRICING | TOTAL STANDARD VEHICLE - Minivan, Passenger - Item No. 24 | | \$ 23,689 | |

You must enter pricing in the online bid page

Alternative Fuel Options:

Alternative Fuel Package: State Fuel Option and Base Price each Net _____

Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20) _____

Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel) _____

Gas Gallon Equivalent (State how much fuel on board) _____

GGE Gas Gallon Equivalent - Option 1 State Tank Size _____ \$

GGE Gas Gallon Equivalent - Option 2 State Tank Size _____ \$

State manufacturer and model of conversion system _____

State Current or Pending EPA or CARB Certification No. _____

If no cert no, please explain. _____

OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no) _____

Drop ship code (if applicable) _____

| OPTIONAL EQUIPMENT | | | |
|-------------------------------|--------------------------------|-----------------------|---------------|
| Air Conditioning | Aux. rear, factory installed | STD LWD | \$ |
| Alarm System | | FACTORY PERIMETER 85D | \$ 160 |
| Back-up Alarm | State manufacturer | DI | \$ 125 |
| Transmission oil cooler | | | |
| Diagnostic Software & Cabling | | | |
| Engine | | ROTUNDA | \$ |
| Transmission | | SOFTWARE NOT INCLUDED | \$ |
| ABS Brakes | | | \$ |
| Electrical System | | | \$ |
| Body Module | | | \$ |
| Drive Line | 4X4 - Factory installed | N/A | \$ |
| | | | \$ |
| Door Options | State options from Model bid | PANEL REAR DOORS S9E | \$ n/c |
| | | | \$ |
| | | | \$ |
| Carpet Flooring | | 47H | \$105 |
| Engine Options | | 1.5L Diesel 99F | \$ 1,836 |
| | | 2.5L 897 88G | \$ 289 |
| | | FPV with 2.0L 98A | \$ 152 |
| Extended Warranty | State Term and Provide Website | CALL FOR A QUOTE | \$ |
| | | | \$ |
| | | | \$ |
| Floor Mats | Rubber/Vinyl | WEATHER TECH | \$ 100 ea row |
| Heater | Aux. rear, factory installed | STD ON LWB | \$ |
| Key Options | Extra key price | #7R | \$ 60 |
| | | | \$ |

OPTIONAL EQUIPMENT - Continued

| | | | |
|---|--|--|-----------|
| Lights | Auxiliary Interior-rear compartment | | \$ |
| Manuals | Service manuals | HELM | \$ 200 |
| Mirrors | Remote | 545 POWER HEATED | \$ 110 |
| Outfitter Switches | Includes wiring harness | N/A | \$ |
| Rust Proofing | Bidder must state brand & warranty, certificate required | N/A | \$ |
| Seats | State Options from Model Bid | CB | \$ NC |
| Stabilizer Bar | | STD | \$ |
| | | | \$ |
| Temporary Tag | | DI | \$ NC |
| Trailer Tow Package | | 53T 64F | \$ 728 |
| Window Tinting | Deep tint, privacy glass | 924 | \$ 400 |
| Other Options Not Listed - Discount from MSRP- State Website For Pricing | | www.fleet.ford.com | % invoice |
| | OPTION DELETE FROM STANDARD | | \$ |
| | Air Conditioning | n/a | \$ |
| | Cruise and Tilt delete | n/a | |
| | Power Windows | n/a | |
| | Radio | n/a | \$ |
| | Seats - All Vinyl | n/a | \$ |
| | Seats - 2 passenger, cloth- middle seat | 87D Vinyl or cloth | \$ (100) |

JFB No. 2016-002 for 2018

Vehicles Group.V

Dealer Name: OLATHE FORD

Date: 10/8/2018

Minimum Specifications for ALL Vans are as follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anil Lock Brakes, Factory Power Steering, **Factory Power Windows - All side doors**, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bld, Factory AM/FM radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear, Maintenance Free Battery, Alternator Standard per Model Bld, Heater - Standard for Model Bld, Radiator - Standard for Model Bld, Transmission - Standard for Model bld, Fuel Tank-Standard for Model Bld. Headliner - Standard per Model bld, Heater Standard per Model Bld, Outside Mirrors - Standard per Model Bld.

| FEATURE | DESCRIPTION | BIDDER MUST COMPLETE MFG'S CODE & DESCRIPTION | Current Model Year MEETS SPEC | |
|--------------------|--|--|----------------------------------|----|
| | | | Mark Yes or No Yes | No |
| Make Equal To | Caravan, Odyssey, Transit Connect or Equal | TRANSIT CONNECT S9E | YES | |
| Body Style | Mini window van | S9E | YES | |
| Doors-Front | 2 with windows | STD | YES | |
| Doors-Rear | State what was in base Bld | 180 DEG REAR SWING OUT CARGO DOOR | YES | |
| Doors-Side | State what was in base Bld | DUAL SLIDING | YES | |
| Drive Line | State front wheel drive, rear wheel drive, all wheel drive | FRONT WHEEL DRIVE | YES | |
| Engine | Min 4 cylinder, gasoline, state lter | 2 | YES | |
| Paint | Standard - provide Website for optional colors | WWW.FORD.COM | YES | |
| Passenger Capacity | State number of passengers for Model Bld | 7 | YES | |
| Warranty | State and Provide Website | INCL | YES | |
| Wheelbase | State what was in base Bld | 120.6 | YES | |

BID PRICING TOTAL STANDARD VEHICLE - Minivan, Passenger - Item No. 24 **\$24,132**
 You must enter pricing in the online bid page

Alternative Fuel Options:

Alternative Fuel Package: State Fuel Option and Base Price each Net _____

Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20) _____

Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel) _____

Gas Gallon Equivalent (State how much fuel on board) _____

GGE Gas Gallon Equivalent - Option 1 State Tank Size _____

GGE-Gas Gallon Equivalent - Option 2 State Tank Size _____ \$

State manufacturer and model of conversion system _____

State Current or Pending EPA or CARB Certification No. _____

If no cert no, please explain. _____

OEM Supported (offeror has QVM or SYM status or equivalent; state yes or no) _____

Drop ship code (if applicable) _____

| OPTIONAL EQUIPMENT | | | |
|-------------------------------|--------------------------------|---------------------------|---------|
| Air Conditioning | Aux. rear, factory installed | STD W 7 PASS N/A W 5 PASS | \$ |
| Alarm System | | | \$ |
| Back-up Alarm | State manufacturer | | \$ |
| Transmission oil cooler | | | \$ |
| Diagnostic Software & Cabling | | | \$ |
| Engine | | | \$ |
| Transmission | | | \$ |
| ABS Brakes | | | \$ |
| Electrical System | | | \$ |
| Body Module | | | \$ |
| Drive Line | 4X4 - Factory installed | | \$ |
| | | | \$ |
| Door Options | State options from Model bid | S8F E8F SWB | \$650 |
| | | S9F E9F XLT LWB | \$1,751 |
| | | | \$ |
| Carpet Flooring | | | \$ |
| Engine Options | | | \$ |
| | IN STOCK PURCHASE | | 2450 |
| | | | \$ |
| Extended Warranty | State Term and Provide Website | | \$ |
| | | | \$ |
| | | | \$ |
| Floor Mats | Rubber/Vinyl | 16V | 95 |
| Heater | Aux. rear, factory installed | | \$ |
| Key Options | Extra key price | 87R | 65 |
| | | | \$ |

OPTIONAL EQUIPMENT - Continued

| | | | |
|---|--|--------|-----------|
| Lights | Auxiliary interior-rear compartment | | \$ |
| Manuals | Service manuals | MANUAL | 225 |
| Mirrors | Remote | 54R | 130 |
| Outfitter Switches | Includes wiring harness | | \$ |
| Rust Proofing | Bidder must state brand & warranty, certificate required | | \$ |
| Seals | State Options from Model Bld | | \$ |
| Stabilizer Bar | | | \$ |
| | | | \$ |
| Temporary Tag | | | \$ |
| Trailer Tow Package | | | \$ |
| Window Tinting | Deep tint, privacy glass | | \$ |
| Other Options Not Listed - Discount from MSRP- State Website For Pricing | | | 5% |
| | OPTION DELETE FROM STANDARD | | \$ |
| | Air Conditioning | | \$ |
| | Cruise and Tilt delete | | |
| | Power Windows | | |
| | Radio | | \$ |
| | Seats - All Vinyl | | \$ |
| | Seats - 2 passenger, cloth- middle seat | | \$ |

SECTION VII

E

R2019-19

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE FTC EQUIPMENT, LLC FOR EMERGENCY REPLACEMENT OF WATER SERVICE PUMP #1 AT THE WASTEWATER TREATMENT PLANT AND RATIFYING TASK AGREEMENT NO. 2019-1 IN THE AMOUNT OF \$21,223.92.

WHEREAS, on January 22, 2019 under Resolution No. R2019-12, the City Council approved the renewal of an On-Call Pump Repair and Service Agreement with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC for a term of one (1) year with the option of up to two (2) additional one (1) year renewals; and

WHEREAS, the Water Service Pump #1 at the Wastewater Treatment Plant (WWTP) stopped working in December 2018. This pump was removed and evaluated to determine whether to replace or repair. Bids were requested and received from the City's three On-Call Pump Repair and Service Agreement contractors for this repair or replacement need. During the bidding process, Water Service Pump #2 at the WWTP stopped working. There are only two water service pumps at the WWTP. This caused an emergency pump replacement need because the treatment process of wastewater was limited. On January 29, 2019, the City Manager and Director of Public Works determined the emergency pump replacement was necessary and authorized the immediate commencement of the replacement. FTC Equipment, LLC was selected for the pump replacement based upon best price and delivery time. Water Service Pump #1 was ordered and installed within 26 hours of the emergency event. This fast response helped prevent a Missouri Department of National Resources violation; and

WHEREAS, the City Council believes that Task Agreement 2019-1 with FTC Equipment, LLC accurately reflects the work performed to replace Water Service Pump #1 at the WWTP on an emergency basis in the amount of \$21,223.92.

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

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

SECTION 2. That Task Agreement No. 2019-1, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$21,223.92 is hereby authorized and ratified.

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

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was adopted at a regular meeting of the City Council held the ____ day of _____, 2019 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 26, 2019

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Water Service Pump #1 (Pump 1) at the Wastewater Treatment Plant (WWTP) stopped working in December 2018. Pump 1 was subsequently removed and inspected to determine whether to repair or replace. Following receipt of bids from the City's three On-Call Pump Repair and Service Agreement contractors, it was recommended that this pump be replaced. This pump is currently beyond its useful life.

During the bidding process, Water Service Pump # 2 (Pump 2) at the WWTP stopped working. Pumps 1 and 2 are the only two water service pumps at the WWTP. This caused an emergency pump replacement need because the treatment process of wastewater was limited.

On January 29, 2019, the City Manager and Director of Public Works determined the emergency pump replacement of Pump 1 was necessary and authorized the immediate commencement of the replacement.

FTC Equipment, LLC was selected for the pump replacement based upon best price and delivery time. The original quote was \$23,442.06; however, estimated freight was less than quoted so the actual cost is \$21,223.92. This pump was ordered and installed within 26 hours of the emergency event. This fast response helped prevent a Missouri Department of Natural Resources violation.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

| | | |
|-----------------------------|--------------------|---|
| Contractor: | FTC Equipment, LLC | |
| Amount of Request/Contract: | \$ | 21, 223.92 |
| Amount Budgeted: | \$ | 104,000.00 remaining balance \$ 35,415.65 |
| Funding Source: | 660-0000-400-2020 | |
| Additional Funds: | \$ | n/a |
| Funding Source: | n/a | |
| Encumbered: | \$ | n/a |
| Funds Remaining: | \$ | n/a |

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager and Public Works Director to engage FTC Equipment, LLC for emergency pump replacement of Water Service Pump #1 at the Wastewater Treatment Plant and ratifying Task Agreement 2019-01 in the amount of \$ 21, 223.92.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - Task Agreement 2019-01 with FTC Equipment, LLC and FTC Equipment, LLC Invoice

Fluid Equipment Quote

FTC Equipment, LLC Quote

JCI Industries, Inc. Quote



City of Belton – Public Works Task Agreement

Contract: Water and Wastewater Pumping System Service Contract- COOP with KCMO

Ordinance or Resolution: N/A

Task Agreement No:
2019 - 1

Funding Amount: \$ 21,223.92
Purchase Order No :n/a

Project Title: Emergency Replacement Service Pump # 1

Contractor/Consultant (including subs):
FTC Equipment, LLC

Division and Staff Project Manager: Rex Olinger
Water Services Manager – Don Tyler, Jr.

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): invoice

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

Provide all Labor, Equipment, Materials and Supplies for the emergency replacement of service pump # 1 for a total of \$ 21,223.92. Reference Invoice # 12404.

Staff Signatures

Partner Signatures

Director of Public Works:
Celia Duran

City Manager:
Alexa Barton

Project Manager

Company Principal (if different):

Rhonda Miller
FTC Equipment, LLC

Signature: _____

Signature: _____

Signature: _____

Signature: *Rhonda Miller*

Date: _____

Date: _____

Date: _____

Date: *2-19-19*

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 Agreement, Water and Wastewater Pumping System Service Contract, R2018-6. Executed 01/09/2018. Renewed 01/22/19.

Attach scope of work, budget, and other supporting material

FTC Equipment, LLC
 5238 Winner Road
 Kansas City, MO 64127

Invoice

Phone: 816-833-7200
 Fax: 816-833-1074

| Date | Invoice # |
|-----------|-----------|
| 1/31/2019 | 12404 |

| Bill To |
|---|
| City of Belton Attn: Accounts Payable 506 Main Street Belton, MO 64012 |

| Ship To |
|---|
| City of Belton 506 Main Street Belton, MO 64012 |

| P.O. No. | Terms | Due Date | Rep | Ship Via | FOB | S/N | W/O Number |
|--|--------|--------------|---|----------|------------------|---------------------|------------|
| Don Tyler | Net 30 | 3/2/2019 | TJC | Service | Factory | C1501398-1210 / ... | WK000940 |
| Quantity | U/M | Item | Description | | | Unit Price | Amount |
| | | | Facility: WWTP Location: Water Service Pumps LS | | | | |
| | | | Quote Pump to replace Barnes Model 4SHDI40044, S/N: C1501398-1210 | | | | |
| 1 | EA | USAGX5130 | Sulzer XFP100J-CH2.275-PE350/4-60FM460. 47HP, 460V, 3PH, 1780RPM S/N: 0004084 | | | 16,523.06 | 16,523.06 |
| | | | Note: This Sulzer Pump option comes with a 1 year warranty | | | | |
| 1 | EA | HMCP150T4C | 150 Amp Breaker | | | 0.00 | 0.00 |
| 1 | EA | PMR1 | Pump Monitor Relay | | | 0.00 | 0.00 |
| 1 | EA | SQL08D | Relay Socket | | | 0.00 | 0.00 |
| 1 | EA | QL2N1-A120 | Cube Control Relay, socket mount, 120VAC coil voltage, DPDT, 8-pin | | | 0.00 | 0.00 |
| 1 | | Freight | Air Freight | | | 2,950.86 | 2,950.86 |
| | | | 1/30/19 - Field Service Call to install pump - Installed brand new pump. Checked rotation. Unable to run due to the low amp breaker. | | | | |
| 3 | HR | Labor-MO-JR2 | Labor-MO | | | 90.00 | 270.00 |
| 3 | HR | Labor-MO-CB | Labor-MO | | | 90.00 | 270.00 |
| 1 | | Truck | Service Truck Charge | | | 150.00 | 150.00 |
| 1 | | MLS | Materials, Lubes, Solvents & Supplies | | | 50.00 | 50.00 |
| | | | 1/31/19 - Field Service Call to install pump - Installed 150 amp breaker in place of the 100 amp breaker. Also had to install a PMR1 relay. | | | | |
| We appreciate the opportunity to be of service to you! | | | | | Subtotal | | |
| | | | | | Sales Tax (8.6%) | | |
| Please remit to: FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127 | | | | | Total | | |

FTC Equipment, LLC
 5238 Winner Road
 Kansas City, MO 64127

Invoice

| Date | Invoice # |
|-----------|-----------|
| 1/31/2019 | 12404 |

Phone: 816-833-7200
 Fax: 816-833-1074

| Bill To |
|---|
| City of Belton Attn: Accounts Payable 506 Main Street Belton, MO 64012 |

| Ship To |
|---|
| City of Belton 506 Main Street Belton, MO 64012 |

| P.O. No. | Terms | Due Date | Rep | Ship Via | FOB | S/N | W/O Number |
|-----------|--------|----------|-----|----------|---------|---------------------|------------|
| Don Tyler | Net 30 | 3/2/2019 | TJC | Service | Factory | C1501398-1210 / ... | WK000940 |

| Quantity | U/M | Item | Description | Unit Price | Amount |
|----------|-----|--------------|---------------------------------------|------------|--------|
| 4.5 | HR | Labor-MO-JR2 | Labor-MO | 90.00 | 405.00 |
| 4.5 | HR | Labor-MO-CB | Labor-MO | 90.00 | 405.00 |
| 1 | | Truck | Service Truck Charge | 150.00 | 150.00 |
| 1 | | MLS | Materials, Lubes, Solvents & Supplies | 50.00 | 50.00 |

| | | |
|--|-------------------------|-------------|
| We appreciate the opportunity to be of service to you! | Subtotal | \$21,223.92 |
| | Sales Tax (8.6%) | \$0.00 |
| Please remit to: FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127 | Total | \$21,223.92 |



FLUID EQUIPMENT

A. COGENT COMPANY

318 Broadway
Kansas City, MO 64105
US
816-795-8511

QUOTATION

| Quote Number | Quote Date | Page |
|---------------------------|--------------------|--------|
| 1366456 | 1/17/2019 09:21:14 | 1 of 2 |
| PO Number | | |
| Barnes Sewage Pump | | |

Quote Expires On 2/16/2019

Bill To: 100724
City of Belton, MO
506 Main Street
Belton, MO 64012
US
816-331-4331

Ship To: 100724
City of Belton, MO
506 Main St.
Belton, MO 64012
US
Requested By: Mr. Rex Olinger
816-331-7789

| Terms | Carrier | Entered By | 816-460-1664 |
|--------|---------|-----------------|------------------------|
| Net 30 | | JENNIFER POWELL | jpowell@fluidequip.com |

| Quoted Item ID | Item Description | UOM | Unit Price | Ext Price |
|----------------|------------------|-----|------------|-----------|
|----------------|------------------|-----|------------|-----------|

Delivery Instructions: Lead time 4-6 Weeks ARO

Freight best way prepay and add

| | | | | |
|-------------------|--------------------|----|-------------|-----------|
| 1.0000 4SHDI40044 | BARNES SEWAGE PUMP | EA | 21,652.0000 | 21,652.00 |
|-------------------|--------------------|----|-------------|-----------|

Total Lines: 1

| | |
|----------------------|------------------|
| SUB-TOTAL: | 21,652.00 |
| TAX: | 0.00 |
| INSTALLATION: | 1,800.00 |
| AMOUNT DUE: | 23,452.00 |

Please see our terms and conditions at: <http://www.cogentcompanies.com/tandc/>

U.S. Dollars



COGENT

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge of 1-1/2% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised January 2015

FTC Equipment, LLC

5238 Winner Road
 Kansas City, MO 64127

Phone: 816-833-7200
 Fax: 816-833-1074

Order Acknowledgement

| | |
|-----------|----------|
| Date | S.O. No. |
| 1/29/2019 | 9335 |

| |
|---|
| Name / Address |
| City of Belton Attn: Accounts Payable 506 Main Street Belton, MO 64012 |

| |
|---|
| Ship To |
| City of Belton 506 Main Street Belton, MO 64012 |

| | | | | | | |
|-----------------|--------------|------------|-----------------|------------|---------------|-------------------|
| P.O. No. | Terms | Rep | Ship Via | FOB | S/N | W/O Number |
| Don Tyler | Net 30 | TJC | Service | Factory | C1501398-1210 | WK000940 |

| Ordered | U/M | Item | Description | Rate | Amount |
|---------|-----|--------------|--|-----------|-----------|
| | | | Facility: WWTP Location: Water Service Pumps LS | | |
| | | | Quote Pump to replace Barnes Model 4SHDI40044, S/N: C1501398-1210 | | |
| 1 | EA | USAGX5130 | Sulzer XFP100J-CH2 275-PE350/4-60FM460, 47HP, 460V, 3PH, 1780RPM Note: This Sulzer Pump option comes with a 1 year warranty | 16,523.06 | 16,523.06 |
| | | Freight | Estimated Freight | 6,000.00 | 6,000.00 |
| | | | Note: This is an estimate; actual labor, materials, and freight will be billed. | | |
| 4 | HR | Labor-MO-JR2 | Estimated Installation: Field Service Labor | 90.00 | 360.00 |
| 4 | HR | Labor-MO-TA | Field Service Labor | 90.00 | 360.00 |
| 1 | | Truck | Service Truck Charge | 150.00 | 150.00 |
| 1 | MLS | | Materials, Lubes, Solvents & Supplies | 50.00 | 50.00 |

| | | |
|--|-------------------------|-------------|
| We appreciate the opportunity to be of service to you! | Subtotal | \$23,443.06 |
| | Sales Tax (8.6%) | \$0.00 |
| | Total | \$23,443.06 |

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. A convenience fee of 4% will be added to all credit card transactions.



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

www.jciind.com

Monday, January 28, 2019

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

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

Attention: Rex Olinger

Subject: Barnes 4SHDI40044 Parts and Replacement

Quotation #: 0694967736TWIL
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,

Trever Wilson

Trever Wilson
Application 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

Monday, January 28, 2019

Quote #: 0694967736TWIL

| Item | Description | Qty | Unit Price |
|------|---|-----|------------|
| 1.00 | Barnes Rotor Kit <ul style="list-style-type: none">• P/N: 138727• Lead time: 7-10 Business days | 1 | \$1,803.00 |
| 2.00 | Barnes Stator Kit <ul style="list-style-type: none">• P/N: 138734• Lead Time: 7-10 Business days | 1 | \$5,851.00 |
| 3.00 | Barnes Seals Kit <ul style="list-style-type: none">• P/N: 138582• Lead Time: 7-10 Business days | 1 | \$664.00 |
| 4.00 | Barnes Bearing Kit <ul style="list-style-type: none">• P/N: 138578• Lead Time: 7-10 Business days | 1 | \$397.00 |
| 5.00 | Barnes Seal Plate Kit <ul style="list-style-type: none">• P/N: 138591• Lead Time: 7-10 Business days | 1 | \$2,855.00 |
| 6.00 | JCI Misc Pump Shop Repair <ul style="list-style-type: none">• Inspect parts• Check fits• Dynamically balance rotor with impeller• Install rotor kit• Install stator kit• Install seal kit• Install bearing kit• Install seal plate kit• Complete assembly• Test pump• Deliver pump | 1 | \$3,887.00 |

| Item | Description | Qty | Unit Price |
|------|--|-----|-------------|
| 7.00 | Field Service Install of Barnes Scope of Work: <ul style="list-style-type: none"> JCI field technicians on-site Transport pump to site Truck Charge Install Barnes pump | 1 | \$1,927.00 |
| 8.00 | Barnes 4SHDI40044 Pump <ul style="list-style-type: none"> Replacement for 4SHDI40044 40HP 3Ph 460V 1800RPM Impeller Dia. 280mm 4" discharge Lead Time: <ul style="list-style-type: none"> 7 weeks from the time of ordering | 1 | \$30,674.00 |
| 9.00 | New Flygt 3202 Submersible Pump <ul style="list-style-type: none"> New model: 3202.185-0280 Impeller Style: N (semi-open vane) Impeller code: 462 Installation type: guide rail mounted 6" discharge 45HP 460V 3Ph 50' Power cable FLS included MiniCas Socket Base Drilled discharge to accept Barnes bracket Adapter to reduce 6" discharge to 4" Lead Time: <ul style="list-style-type: none"> 10 weeks from the time of ordering | 1 | \$32,060.00 |

| Terms & Conditions | |
|-----------------------------------|--|
| Lead Time Please See Above | Payment Terms Net 30 |
| Shipping Method Best Way | Shipping Terms Prepaid and Added to Invoice |
| F.O.B. Warehouse | This Quotation is valid for 30 days. |



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

www.jcind.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. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 3/4% 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.
 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.
- Backcharges: 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 VII

F

R2019-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO TASK AGREEMENT 2019-1 WITH OLSSON TO PERFORM DESIGN AND CONSTRUCTION SERVICES WITH ZERO DOLLAR AMOUNT FOR THE BELTON I-49 OUTER ROAD, 155th STREET TO 163RD STREET PROJECT.

WHEREAS, on February 12, 2019, the City Council approved Resolution R2019-18 authorizing Task Agreement 2019-1 with Olsson for design and construction services using the City's On-Call Engineering Professional Services Agreement for the Belton I-49 Outer Road, 155th Street to 163rd Street Project. Following approval of this task agreement and Missouri Department of Transportation (MoDOT) staff turnover, MoDOT staff recommended the City use their standard contract template to streamline the project; and

WHEREAS, the MoDOT template for engineering services includes the same scope of services and cost approved in Task Agreement 2019-1, but includes the following supplementary information such as: Certification Regarding Debarment; Suspension; Other Responsibility Matters-Primary Covered Transactions and Lowered Tier Covered Transactions; Disadvantaged Business Enterprise (DBE) Contract Provisions; Conflict of Interest Disclosure Form; and requirements for participation in the Employment Eligibility Verification Program (E-Verify); and

WHEREAS, the City Council believes authorizing the City Manager to execute Supplemental Agreement No. 1 to Task Agreement 2019-1 with Olsson for design and construction services with zero dollar amount for the Belton I-49 Outer Road, 155th St. to 163rd St. Project is beneficial to the citizens of Belton allowing drivers an additional route to I-49.

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

SECTION 1. That the City Manager is authorized to execute Supplemental Agreement No. 1 to Task Agreement No. 2019-1 with Olsson, herein attached and incorporated as **Exhibit A**, with zero dollar amount to perform design and construction services for the Belton I-49 Outer Road Project.

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 _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2019 and adopted at a regular meeting of the City Council held the _____ day of _____, 2019 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 26, 2019

DIVISION: Engineering

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

| | | | | |
|------------------------------------|--|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Ordinance | <input checked="" 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 |

On February 12, 2019, the City Council approved Resolution R2019-18 authorizing Task Agreement 2019-1 with Olsson for design and construction services using the City's On-Call Engineering Professional Services Agreement for the Belton I-49 Outer Road, 155th St. to 163rd St. Project. Following approval of this task agreement and Missouri Department of Transportation (MoDOT) staff turnover, MoDOT staff recommended the City use their standard contract template to streamline the project.

The MoDOT template for engineering services includes the same scope of services and cost approved in Task Agreement 2019-1, but includes the following supplementary information such as: Certification Regarding Debarment; Suspension; Other Responsibility Matters-Primary Covered Transactions and Lowered Tier Covered Transactions; Disadvantaged Business Enterprise (DBE) Contract Provisions; Conflict of Interest Disclosure Form; and requirements for participation in the Employment Eligibility Verification Program (E-Verify).

City Staff recommends authorizing the City Manager to execute Supplemental Agreement No. 1 to Task Agreement 2019-1 with Olsson for design and construction services with zero dollar amount for the Belton I-49 Outer Road, 155th St. to 163rd St. Project.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

| | | |
|-----------------------------|----|---------------------------------------|
| Consultant: | | Olsson |
| Amount of Request/Contract: | \$ | \$254,299.65 – Approved by R2019-18 |
| Amount Budgeted: | \$ | \$254,299.65 |
| Funding Source: | | MoDOT Cost/Share and NorthPoint Funds |
| Additional Funds: | \$ | n/a |
| Funding Source: | | n/a |
| Encumbered: | \$ | n/a |
| Funds Remaining: | \$ | n/a |

STAFF RECOMMENDATION:

Approve a resolution authorizing the City Manager to execute Supplemental Agreement No. 1 to Task Agreement No. 2019-1 with Olsson to perform design and construction services with zero dollar amount for the Belton I-49 Outer Road, 155th St. to 163rd St. Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A – Supplemental Agreement No. 1

SPONSOR: City of Belton

LOCATION: I-49 Outer Road Project (155th St. to north of 162nd St. and 162nd St. to 163rd St.)

PROJECT: STP 3356408 & J4S3399

THIS CONTRACT is between *Belton*, Missouri, hereinafter referred to as the "Local Agency", and *Olsson*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Cost Share Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *perform road improvements* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A for the Scope of Service specific to this project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 14 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 16.55 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS | TYPE OF DBE SERVICE | TOTAL \$ VALUE OF THE DBE SUBCONTRACT | CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL | PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL |
|---|---------------------------|--|---|--|
| Hg Consult, Inc 10512 N. Euclid Ave. Kansas City, MO 64155 | Traffic Eng. | \$23,680.24 | \$23,680.24 | 9.31% |
| TSi Geotechnical, Inc | Geotechnical | \$2,230.00 | \$2,230.00 | 0.88% |

8248 NW 101st Terr #5
Kansas City, MO 64153

Pars Consulting Eng. Constr. Insp. \$16,179.33 \$16,180.00 6.36%
14109 Cambridge Ln
Leawood, KS 66224

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on June 7, 2019

- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$14,435.23, with a ceiling established for said design services in the amount of \$117,544.02, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$10,833.92, with a ceiling established for said inspection services in the amount of \$88,219.08, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 87.23% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 93.47% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

| Sub-Consultant Name | Address | Services |
|----------------------------|--|-----------------------|
| Hg Consult Inc | 10512 North Euclid Avenue Kansas City, MO 64155 | Traffic Services |
| TSi Geotechnical Inc. | 8248 NW 101 st Terr #5 Kansas City, MO 64153 | Geotechnical Services |
| Pars Consulting Engineers | 14109 Cambridge Dr Leawood, KS 66224 | Construction Services |

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related 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, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.

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

FOR: _____ **COUNTY/CITY, MISSOURI**
County Commission

BY: _____
Presiding Commissioner

ATTEST: _____
County Clerk

FOR: _____, INC.

BY: _____
Title

ATTEST; _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

On the 19th day of February, 2019, before me appeared James Fain,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

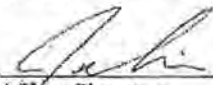
• I, the Affiant, am the Vice President of Olsson, Inc., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.


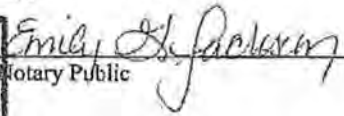
• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.


Affiant Signature

Subscribed and sworn to before me in Overland Park, KS, the day and year first above-written.
city (or county) state

My commission expires  
Notary Public

[documentation of enrollment/participation in a federal work authorization program attached]



Company ID Number: 1365251

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

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

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two



Company ID Number: 1365251

exceptions:

- a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

Company ID Number: 1365251

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

Company ID Number: 1365251

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

Company ID Number: 1365251

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.

Company ID Number: 1365251

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

Company ID Number: 1365251

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.
5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.
6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.
2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

Company ID Number: 1365251

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

Company ID Number: 1365251

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

| | |
|---|---------------------------|
| Web Services Employer Olsson | |
| Name (Please Type or Print) Stephanie L Rodriguez | Title |
| Signature Electronically Signed | Date 12/06/2018 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 12/10/2018 |

Company ID Number: 1365251

| Information Required for the E-Verify Program | |
|---|--|
| Information relating to your Company: | |
| Company Name | Olsson |
| Company Facility Address | 601 P Street Suite 200 Lincoln, NE 68508 |
| Company Alternate Address | |
| County or Parish | LANCASTER |
| Employer Identification Number | 470781766 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1,000 to 2,499 |
| Number of Sites Verified for | 26 |

Company ID Number: 1365251

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|----------|-----------|
| ARKANSAS | 1 site(s) |
| ARIZONA | 1 site(s) |
| COLORADO | 3 site(s) |
| IOWA | 2 site(s) |
| KANSAS | 3 site(s) |
| MISSOURI | 4 site(s) |
| NEBRASKA | 9 site(s) |
| OKLAHOMA | 3 site(s) |



Company ID Number: 1365251

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Stephanie L. Rodriguez
Phone Number (402) 458 - 5634
Fax Number (402) 474 - 5063
Email Address srodriguez@olsson.com



Company ID Number: 1365251

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ATTACHMENT A
Scope of Services

I-49 Outer Road Project (155th St. to north of 162nd St. and 162nd St. to 163rd St.)
LPA Project Number STP 3356408 & J4S3399

GENERAL

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Olsson shall develop construction plans for the I-49 Outer Road at two separate locations. The first location is for approximately 2,650 linear feet beginning at the south end of the I-49 and 155th St roundabout intersection and extending to the south to the end of the existing road. At this point, a planned development will construct a new road to the south for approximately 1,500 linear feet to 162nd Street. The city's I-49 Outer Road improvements resume at 162nd Street for approximately 2,550 linear feet to 163rd Street. More specifically for the project, plans will be developed for the reconstruction of the I-49 Outer Road in two separate locations to upgrade the narrow, ditched roadway section to current standards for a 2-lane roadway. The plans will include curb & gutter, sidewalk along the east side, and street lighting.

Phase 100 – Project Management

Task 101: Project Management - The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants. Provide regular progress reports with invoices.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants.

Task 102: Design Memorandum - The Consultant will prepare a design memorandum with project criteria and design standard information for submittal and agreement by the City's Project Manager.

Task 103: Utility Location/Verification - The Consultant will review the utility locations shown on the plans and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation. Potholing, if required, will be provided by City staff or can be added as a supplemental agreement.

- Task 104: Utility Review Meetings/Coordination (Assume 4 Meetings)** - The Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.
- Task 105: Quality Assurance / Quality Control (QA/QC)** - The consultant will give a copy of their QA/QC plan to the City's Project Manager at the start of the project. The consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC aspects.
- Task 106: Project Meetings**
- Kick-Off Meeting - Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
 - Progress Meetings - The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 12 progress meetings.
 - Review Meetings - The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals.

Phase 200 – Survey Services

- Task 201: Topographical Survey** - The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, and drives, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary to design and construct the project. A topographic survey will be performed using electronic 'Total Station' technology in AutoCAD format. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location (station and offset will be noted on the plans).

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for 4:1 slope tie-ins. The survey limits will extend 300 feet beyond the project limits. The topographic survey will extend along intersecting streets a minimum distance of 300 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flowlines for 500 feet from roadway centerline.

- Task 202: Base Map Preparation** - Consultant will create the base map using the topographic survey data.
- Task 203: Control and Land Corners** - The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal

control will be referenced to the Cass County Grid using known land survey monuments.

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City projects in the area can be done for "design-fit" confirmation.

The Consultant will survey section corners in order to assemble the geometry to create the right-of-way drawings.

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The Consultant will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied into the benchmarks provided by the City in NAVD 88.

- Task 204: Utility Locates** - Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Phase 300 – Geotechnical Services

- Task 301: Geotechnical Pavement Cores** - Olsson will coordinate with a local DBE firm to perform the field exploration. Coordination will include the number and location of the pavement cores. In addition, sampling methods and depths will be requested by Olsson.

The DBE firm will be responsible for obtaining utility locates and any necessary permits to drill along the roadway as well as appropriate traffic control for the area. In addition, the DBE firm will be responsible for correctly abandoning the holes once complete.

Phase 400 – Environmental Analysis

- Task 401: Environmental / Historical Review** – The Consultant shall prepare an Environmental Review for the project. The Environmental Review will consist of a review and evaluation of Missouri Department of Transportation (MODOT) NEPA checklist items. The MODOT NEPA checklist is comprised of the following items: Section 106 Cultural Resources; Section 4(f) and 6(f); Wetlands and Streams; Threatened and Endangered Species; Floodplain and Regulatory Floodway; Flood Buyout Lands; Stormwater and Erosion Control; Borrow, Staging, and Haul Roads; Hazardous Waste; Farmland; Community Impacts; Noise; and, Air. The Consultant will conduct a site visit of the project area to take photographs of

existing conditions to aid in the development of final deliverables which will include a memo report and completed MODOT NEPA checklist.

Olsson assumes the MODOT NEPA checklist can be completed through a desktop review and single site visit.

Phase 500 – Preliminary Design Phase (30 Percent Plans)

Task 501: Preliminary Design - The Consultant shall prepare project base files and plan sheets in accordance with the City of Belton CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Roadway Cross-Section Sheets
- Culvert Layout Sheets

Task 502: Drainage Analysis

1. Hydraulic/Hydrologic Analysis - The Consultant shall design open and closed drainage systems in accordance with the City of Belton standards.
2. Preliminary Drainage Studies - The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the City's Project Manager, hydraulic design calculations will be submitted for review.

Task 503: Cost Estimates - The Consultant shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

Phase 600 – Right-of-Way Plan Phase (60% Plans)

Task 601: Right-of-Way Plans - No rights-of-way or easements are expected to be needed with this project. Rights-of-way or easements, if required, will be added as a supplemental agreement.

Phase 700 – Final Design Phase (95 Percent Plans)

Task 701: Final Design Plans - The Consultant shall prepare project base files and plan sheets in accordance with the City of Belton CADD standards. All sheets that will be included in the PS&E plan set will be included in this submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet

- Typical Section Sheets
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Construction Phasing and Traffic Control Sheets
- Removal Sheets
- Storm Drainage Plan and Profile Sheets
- Sediment and Erosion Control Sheets
- Pavement Marking & Signing Sheets
- Roadway Cross-Section Sheets

Task 702: Cost Estimates - The Consultant shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

Task 703: Permits – The Consultant shall prepare and submit on behalf of the City of Belton the following permits, agreements, certifications, and forms. The Consultant shall copy the City's project manager on all applications being submitted. Any permit fees or mitigation costs will be paid for by the city.

- SWPPP - NPDES Permit

Task 704: Specifications and Special Provisions - The Consultant will submit Specifications and Special Provisions with this submittal.

Task 705: Final PS&E - Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate using MoDOT Bid Tabs Professional, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager. The bid package includes sealed paper drawings, sealed special provisions, and a MoDOT Bid Tabs Professional electronic file. The bid package will also be accompanied by an electronic copy of the design in PDF format.

Phase 800 – Bidding Phase

Task 801: Bidding

- a. Advertise for and obtain bids for the proposed work
- b. Attend Pre-Bid Meeting
- c. Answer Requests for Information (RFIs)
- d. Prepare Addenda
- e. Attend Bid Opening

Phase 900 – Construction Inspection and Materials Testing

Task 901: Construction Inspection and Materials Testing

- a. Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- b. Perform full-time construction observation and document the work in progress.
- c. Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- d. Provide field book documentation of contract pay items as they are incorporated into the project.
- e. Verify pay items with the contractor and review monthly pay applications and recommend pay applications to the Owner.
- f. Review shop drawings and/or certifications prior to their incorporation into the project.
- g. Keep and maintain project files of materials certification incorporated into the project.
- h. Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- i. Provide observation and documentation of the project traffic control and detour signage, and communicate deficiencies to the contractor.
- j. Assist the Owner in the review and preparation of change orders.
- k. Provide construction materials testing and reporting in accordance with the testing frequencies outlined in the Missouri Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches (if any); asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt.
- l. Provide Project/Construction Manager oversight throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- m. Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- n. Report to Consultant Project Manager and/or Consultant Client Manager, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- o. Monitor the contractors progress regarding erosion control measures and point out deficiencies to the contractor. The contractor will be responsible for all required BMP repairs and documentation into the SWPPP manual.
- p. Provide transportation, equipment, tools and incidentals as necessary to perform the construction observation services.
- q. Conduct wage rate interviews for each worker classification during the project per 29 CFE 5.6(a)(3).
- r. Receive and review contractor and subcontractor payrolls for compliance with the Davis-Bacon regulations.
- s. Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- t. Attend one (1) final close-out meeting with the Owner.
- u. Complete and submit to the Owner the final documents required by MoDOT.

- v. Provide review of final documentation including the final pay estimate, final change order and punch list review.

Project Assumptions: We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- I-49 Outer Road will remain open on the north half of the project throughout construction and maintain access to the nearby residences. The south end of the project will need to maintain access to the adjacent businesses but will be closed north of the businesses.
- No special floodzone permitting or modeling will be required other than what is specifically listed in the scope.
- Access is available to the land and right-of-way to obtain geotechnical borings and no clearing is required.
- Client will provide Olsson with a current title commitment package, including deed copies for all project site parcels, record information on all easements encumbering the site or appurtenant thereto, covenants, conditions, restrictions, reservations, all exception documents, and zoning information with zoning source information provided.
- Based upon current site topography, the site grading is expected to be minor, with cuts and fills expected to be 10 feet or less. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners.
- Quantity summary tables will not be required on the plans.
- Pavement design will follow Belton, Missouri standards and will not be independently developed or evaluated by Olsson.
- The roadway can be closed, and a detour plan is not necessary.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by supplemental agreement, including sanitary sewer.
- Internal geometric changes are not required to the 155th Street roundabout.
- Permitting and mitigation fees will be paid by the client.
- Olsson will provide the Client PDF files on CD or an online file exchange system. Olsson's fee for expenses includes printing of a maximum of 9 half-size and 9 full size plans.
- Construction administration services will assume a total of 60 working days. Inspection service hours are paid overtime beyond 40 hours of work. It is assumed 67% of the working days will be 10 hour days and the remaining 33% of the working days will be 9 hour days.

Exclusions: The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Sanitary design
- Septic system closures
- Utility design (electric, gas, comm/fiber)
- Geotechnical Analysis beyond roadway coring
- Traffic studies
- Traffic signal and ITS design
- Detour plans
- Detention and water quality design

- Environmental investigation, permitting beyond those noted in the scope
- Landscaping and irrigation design
- Renderings
- Detailed retaining wall and structural design
- Concrete pavement design or joint layouts
- As-built survey or plans
- Any services not specifically detailed in the scope.

Exhibit B-1 (Engineering Services)
 ESTIMATED COST PLUS FIXED FEE
 LPA Project No. STP 3356408 & J4S3399

Olsson
 By: RBF
 Date: 2/6/2019

ESTIMATED DIRECT LABOR COSTS **\$36,634**

| | | |
|--|--------|--------------|
| Payroll Additives (Direct Overhead) | 87.23% | \$31,955.44 |
| General and Administrative (Indirect Overhead) | 93.47% | \$34,241.38 |
| Facilities Capital Cost of Money | 0.76% | \$278.41 |
| Fixed Fee | 14.00% | \$14,435.23 |
| SubTotal | | \$117,544.02 |

Subconsultants

| | | |
|-------------|--------------------|--------------------|
| TSI Geotech | \$2,230.00 | |
| HG Consult | \$23,680.24 | |
| | <u>\$25,910.24</u> | \$25,910.24 |

Direct Expenses

| | | | | | |
|---------------------|-------------|----------|---|-----------------------|-----------------|
| Plots | 600 Plots @ | \$ 0.50 | = | \$300.00 | |
| Mileage | 208 Miles @ | \$ 0.54 | = | \$112.32 | |
| Meals | 8 Meals @ | \$ 12.00 | = | \$96.00 | |
| Postage | 200 Each @ | \$ 0.46 | = | \$92.00 | |
| Foam Exhibit Boards | 4 Each @ | \$ 60.00 | = | \$240.00 | |
| | Subtotal | | = | \$840.32 | |
| | | | | TOTAL Expenses | \$840.32 |

ESTIMATED ENGINEERING FEE (Engineering Services) **\$144,294.58**

Exhibit B-2 (Construction Services)
 ESTIMATED COST PLUS FIXED FEE
 LPA Project No. STP 3356408 & J4S3399

Olsson
 By: RBF
 Date: 2/6/2019

ESTIMATED DIRECT LABOR COSTS **\$27,494**

| | | |
|--|--------|--------------------|
| Payroll Additives (Direct Overhead) | 87.23% | \$23,983.19 |
| General and Administrative (Indirect Overhead) | 93.47% | \$25,698.82 |
| Facilities Capital Cost of Money | 0.78% | \$208.96 |
| Fixed Fee | 14.00% | \$10,833.92 |
| SubTotal | | \$88,219.08 |

Subconsultants

| | | | |
|------|--|--------------------|--------------------|
| Pars | | <u>\$16,180.00</u> | |
| | | \$16,180.00 | \$16,180.00 |

Construction Expenses

| | | | | | |
|---------------------|--------------|-----------|---|-----------------------|-------------------|
| Mileage | 3600 Miles @ | \$ 0.54 | = | \$1,926.00 | |
| Concrete Cylinders | 65 Each @ | \$ 15.00 | = | \$975.00 | |
| Proctors | 3 Each @ | \$ 150.00 | = | \$450.00 | |
| Gradations | 5 Each @ | \$ 100.00 | = | \$500.00 | |
| Atterberg Limits | 3 Each @ | \$ 255.00 | = | \$765.00 | |
| Deleterious | 2 Each @ | \$ 90.00 | = | \$180.00 | |
| Pavement Cores | 4 Each @ | \$ 190.00 | = | \$760.00 | |
| Copies and Mailings | 1 Each @ | \$ 50.00 | = | \$50.00 | |
| | Subtotal | | = | <u>\$5,606.00</u> | |
| | | | | TOTAL Expenses | \$5,606.00 |

ESTIMATED ENGINEERING FEE (Construction Services) **\$110,005.08**

ESTIMATED ENGINEERING FEE (TOTAL) **\$254,299.65**

Contractor Cost Certification
Certification of Final Indirect Costs

Firm Name: Hg Consult

Indirect Cost Rate Proposal

(overhead rate % and if applicable, FCCM rate %): FAR = 132.05%

Date of Proposal Preparation (mm/dd/yyyy): 02/06/2019

Fiscal Period Covered (mm/dd/yyyy) to mm/dd/yyyy: 02/06/2019 to 07/06/2019

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Earl Harrison Jr.

Title: President

Date of Certification (mm/dd/yyyy): 02/18/2019



| Exhibit A (Costs) | | | |
|--|-----------|-----------|-----------|
| I-49 Outer Road Improvements from 155th St. to 163rd St. | | | |
| City of Belton, MO | | | |
| Design Man-hour Estimate | | | |
| Task Description | PM1 | E2 | D1 |
| Task 1 - Preliminary Design Phase | | | |
| Develop MOT Concepts | 4 | 20 | 15 |
| | | | |
| QA/QC | 2 | 1 | 1 |
| PRELIMINARY Plans Submittal | 1 | 4 | 4 |
| Prelim. Review and Revisions | 1 | 6 | 6 |
| TASK 1 Sub-Total Hrs. | 8 | 31 | 26 |
| Task 2 - RAW Design Phase | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TASK 2 Sub-Total Hrs. | 0 | 0 | 0 |
| Task 3 - Final Design Phase | | | |
| Prepare MOT/TCP Plan Sheets | | 20 | 45 |
| | | | |
| Prepare Final Quantities | | 4 | 4 |
| Prepare Quantity Sheets | | 4 | 8 |
| | | | |
| Prepare Job Special Provisions | 2 | 6 | 1 |
| QA/QC | 4 | 1 | 1 |
| FINAL Plans Submittal | 1 | 2 | 4 |
| Final Review & Revisions | 1 | 4 | 8 |
| TASK 3 Sub-Total Hrs. | 8 | 41 | 71 |
| Project Management | | | |
| Administration (progress reports, invoicing, etc.) | 5 | | |
| Meetings (1) | 4 | | |
| Field Visits (1) | 4 | | |
| Attend Pre-Bid / Pre-Construction Meetings | 4 | | |
| Pre-Bid & Construction Assistance | 4 | | |
| PM Sub-Total Hrs. | 21 | 0 | 0 |
| PROJECT HOUR TOTALS | 37 | 72 | 97 |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO
Mileage Breakdown

| <u>Person</u> | <u>Trip Destination</u> | <u>Avg. Miles</u> | <u>No. of Trips</u> | <u>Total Miles</u> |
|-----------------------|-------------------------|-------------------|---------------------|--------------------|
| Josh Castor | City Hall Annex | 74 | 1 | 74 |
| Josh Castor | Field Visit | 74 | 1 | 74 |
| Tricia Peterson | City Hall Annex | 36 | 0 | 0 |
| Tricia Peterson | Field Visit | 36 | 1 | 36 |
| Brian Wrisinger | City Hall Annex | 74 | 0 | 0 |
| Brian Wrisinger | Field Visit | 74 | 1 | <u>74</u> |
| Total Miles = | | | | 258 |
| Amount (\$0.545/mi) = | | | | \$140.61 |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO
Task 1 PRELIMINARY Design Estimate

| CLASS | TOTAL HOURS | HOURLY RATE | COST |
|---------------------|----------------|-----------------|--------------------|
| P1/PM1 | 8 | \$ 144.09 | \$ 1,152.72 |
| E2 | 31 | \$ 111.42 | \$ 3,454.02 |
| D1 | <u>26</u> | \$ 103.98 | <u>\$ 2,703.48</u> |
| | 65 | | |
| Direct Salary Total | | | \$ 7,310.22 |
| Total Labor Cost | | | \$ 7,310.22 |
| Direct Costs: | | | |
| | | Mileage: | \$ - |
| | | Printing, etc.: | <u> </u> |
| Total Direct Costs | | | <u>\$ -</u> |
| Total Cost: | | | \$ 7,310.22 |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO
Task 2 R/W Design Estimate

| CLASS | TOTAL HOURS | HOURLY RATE | COST |
|---------------------|----------------|-----------------|-------------|
| P1/PM1 | 0 | \$ 144.09 | \$ - |
| E2 | 0 | \$ 111.42 | \$ - |
| D1 | 0 | \$ 103.98 | \$ - |
| | 0 | | |
| Direct Salary Total | | | \$ - |
| Total Labor Cost | | | \$ - |
| Direct Costs: | | | |
| | | Mileage: | \$ - |
| | | Printing, etc.: | - |
| Total Direct Costs | | | \$ - |
| Total Cost: | | | \$ - |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO
Task 3 FINAL Design Estimate

| CLASS | TOTAL HOURS | HOURLY RATE | COST |
|---------------------|----------------|-----------------|---------------------|
| P1/PM1 | 8 | \$ 144.09 | \$ 1,152.72 |
| E2 | 41 | \$ 111.42 | \$ 4,568.22 |
| D1 | 71 | \$ 103.98 | \$ 7,382.58 |
| | 120 | | |
| Direct Salary Total | | | \$ 13,103.52 |
| Total Labor Cost | | | \$ 13,103.52 |
| Direct Costs: | | | |
| | | Mileage: | \$ - |
| | | Printing, etc.: | - |
| Total Direct Costs | | | \$ - |
| Total Cost: | | | \$ 13,103.52 |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO
Project Management Design Estimate

| CLASS | TOTAL HOURS | HOURLY RATE | COST |
|---------------------|----------------|-----------------|--------------------|
| P1/PM1 | 21 | \$ 144.09 | \$ 3,025.89 |
| E2 | 0 | \$ 111.42 | \$ - |
| D1 | 0 | \$ 103.98 | \$ - |
| | 21 | | |
| Direct Salary Total | | | \$ 3,025.89 |
| Total Labor Cost | | | \$ 3,025.89 |
| Direct Costs: | | | |
| | | Mileage: | \$ 140.61 |
| | | Printing, etc.: | \$ 100.00 |
| Total Direct Costs | | | \$ 240.61 |
| Total Cost: | | | \$ 3,266.50 |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO

Project Costs Summary

| | | |
|-----------------------------------|----|---------------------|
| Task 1 - Preliminary Design Phase | \$ | 7,310.22 |
| Task 2 - R/W Design Phase | \$ | - |
| Task 3 - Final Design Phase | \$ | 13,103.52 |
| Project Management | \$ | <u>3,266.50</u> |
| Total Project Costs: | | \$ 23,680.24 |



Exhibit A (Costs)
I-49 Outer Road Improvements from 155th St. to 163rd St.
City of Belton, MO
Job Title Classifications

| CLASSIFICATION | TITLE | SALARY | |
|-----------------------|-------------------------|---------------|--------|
| PM1 | PROJECT MANAGER | \$144.09 | Josh |
| E2 | LEAD MOT DESIGNER | \$111.42 | Brian |
| D1 | TRANSPORTATION DESIGNER | \$103.98 | Tricia |

Contractor Cost Certification
Certification of Final Indirect Costs

Firm Name: Tech Services To Go, Inc. dba TS: Geotechnical, Inc

Indirect Cost Rate Proposal
(overhead rate % and if applicable, FCCM rate %): 154.14% $\left(\frac{152.79 \text{ Overhead}}{1.35 \text{ FCCM}} \right)$

Date of Proposal Preparation (mm/dd/yyyy): 2/15/19

Fiscal Period Covered (mm/dd/yyyy) to mm/dd/yyyy): 01/01/2017 to 12/31/2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- 2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership organization and indirect cost rates have been disclosed.

Signature: Denise B. Hervey

Name of Certifying Official (Print): Denise B. Hervey

Title: CEO

Date of Certification (mm/dd/yyyy): 2/15/2019



8248 NW 101st Terr #5
Kansas City, MO 64153
816.599.7965 (tel)
816.599.7967 (fax)
www.tsi-geotech.com

February 5, 2019

Mr. Reid Catt, PE PTOE
Olsson
7301 W. 133rd St., Ste. 200
Overland Park, KS 66213

TSi Geotechnical, Inc. (TSi) is pleased to submit this unit rate schedule for construction materials testing services to Olsson for the Belton MO Outer Road Pavement Coring project in Belton, Missouri. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.

Shannon Stafford
Area Manager

Morris E. Hervey, Jr.
Principal

Attachments: Terms and Conditions
Unit Fee Schedule

Accepted by:

OLSSON

Printed Name

Date

Signature

Title

PROFESSIONAL SERVICE SINCE 1989

**Belton MO Outer Road Pavement Coring
 Belton, Missouri
 Construction Materials Testing
 TSi Proposal No.: KCM19013
 Unit Fee Schedule**



Valid for work completed prior to December 31, 2019

| | Unit Cost | | Qty | Estimated Amount |
|---|-----------|------|---------------------------|--------------------|
| <u>Personnel/Labor</u> | | | | |
| Senior Engineer II | \$ 150.00 | hour | 1 | \$ 150.00 |
| Construction Services Manager | \$ 110.00 | hour | 2 | \$ 220.00 |
| Technician III/Staff Engineer I | \$ 55.00 | hour | 32 | \$ 1,760.00 |
| Technician III - Overtime (see Notes 2 & 3) | \$ 82.50 | hour | | \$ |
| Vehicle Charge | \$ 50.00 | day | 2 | \$ 100.00 |
| | | | subtotal | \$ 2,230.00 |
| <u>Laboratory Testing</u> | | | | |
| | | | subtotal | |
| | | | Total Fee Estimate | \$ 2,230.00 |

General Notes

1. Field testing of fill density and moisture; concrete slump, air content, and temperature is included in the hourly rate for the field technician.
2. A 3-hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.3 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays. No overtime surcharge is included in this total fee estimate.
4. We can provide fees for services and testing not listed above upon request.

Contractor Cost Certification
Certification of Final Indirect Costs

Firm Name: Pars Consulting Engineers, Inc.

Indirect Cost Rate Proposal
(overhead rate % and if applicable, FCCM rate %): 108.85%

Date of Proposal Preparation (mm/dd/yyyy): 02-15-2019

Fiscal Period Covered (mm/dd/yyyy) to mm/dd/yyyy): 01-01-2017 to 12-31-2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership organization and indirect cost rates have been disclosed.

Signature: *R. Hamidpour*

Name of Certifying Official (Print): Rafie Hamidpour

Title: President / CEO

Date of Certification (mm/dd/yyyy): 02-15-2019

Pars Consulting Engineers, Inc.

14109 Cambridge Lane, Leawood, Kansas 66224 Tel (913)-432-0107 Fax (913)-432-5708

February 18, 2019

Mr. Curt Mader, PE, Olsson & Associate
 Senior Engineer / Field Services
 1700 E. 123rd St.
 Olathe, KS 66061
 D 913.748.2537
 C 816.215.2897
 cmader@olsson.com

Civil, Traffic, Structural & Electrical Engineering
 Planning and Management Studies
 Transportation Engineering
 Engineering Survey and Construction Staking
 Transportation System Management
 Traffic and Transportation Studies,
 Analysis and Data collection
 Preliminary and Final Design
 Construction, Inspection & Construction Management
 Roadway Management System
 Pavement Design, Maintenance and
 Pavement Management System
 Mechanical and Industrial Engineering
 Internet www.pars-engineers.com

Construction Inspection & Administration FEE PROPOSAL

Re: Belton, MO Outer Road, Belton Missouri

Dear Curt:

Per your request, we have prepared this scope of service and engineering fee proposal to perform a Construction Inspection & Administration for Belton, MO outer Road, City of Belton Missouri.

| Belton, MO Outer Road Belton, Missouri Construction Inspection & Administration Unit Fee Schedule | | | |
|--|-------------|---------|--------------------|
| Personnel/Labor | Hourly Rate | Hours | Estimated Amount |
| Construction Inspector | \$ 87.00 | 183 | \$ 15,921.00 |
| Direct Costs | Rate | Units | Cost |
| Mileage | \$ 0.545 | 475.225 | \$ 259.00 |
| Total Fee Estimate | | | \$16,180.00 |

Thank you kindly for the opportunity to be of professional service to you.

Respectfully Submitted,
 Pars Consulting Engineers, Inc.

R. Hamidpour

Rafie Hamidpour, Ph.D., D.E., DABFE
 President/CEO

Approved by:

Date: _____

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant 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 department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. 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.
10. Except for transactions authorized under paragraph 6 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant 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 lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," 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 Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
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 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson

Project Owner (LPA): City of Belton

Project Name: Belton I-49 Outer Road Project (155th St. to north of 162nd St. and 162nd St. to 163rd St.)

Project Number: STP 3356408 & J4S3399

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson

Project Owner (LPA): City of Belton

Project Name: Belton I-49 Outer Road Project (155th St. to north of 162nd St. and 162nd St. to 163rd St.)

Project Number: STP 3356408 & J4S3399

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

- No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA
- Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: Celia Duran

Signature: Celia Duran

Date: 2/19/2019

Consultant

Printed Name: Ryan Fleming

Signature: Ryan Fleming

Date: 2-19-19

SECTION IX

A

APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 2 OF THE SOUTHTOWNE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.

WHEREAS, on March 10, 2009, the City Council of the City of Belton Missouri ("City Council") passed Ordinance No. 2009-3524 (the "Ordinance"), which approved the Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "Plan") and designated the Redevelopment Area described therein as a blighted area pursuant to the provisions of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 to 99.865 ("Act"); and

WHEREAS, the Plan and Ordinance contemplate the implementation of the Plan through three Redevelopment Projects ("Redevelopment Project 1", "Redevelopment Project 2" and "Redevelopment Project 3"; referred to collectively as the "Redevelopment Projects") and the adoption of the tax increment financing in the areas selected for such Redevelopment Projects; and

WHEREAS, the City desires to activate tax increment allocation financing for Redevelopment Project 2.

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

SECTION 1. All terms used in this ordinance not otherwise defined herein shall be construed as defined in the Act.

SECTION 2. The area selected for Redevelopment Project 2 is legally described as follows:

A tract of land located in Section 12 Township 46 North of the Baseline Range 33 West of the 5th Principal Meridian all in the City of Belton, Cass County, Missouri more particularly described as follows:

Beginning at the previously described "Point A"; thence N 41°58'07" W a distance of 330.24 feet; thence N 43°58'26" W a distance of 40.87 feet; thence S 83°46'21" W a distance of 37.66 feet; thence N 42°00'05" W a distance of 36.48 feet; thence N 01°37'30" E a distance of 35.69 feet; thence with a curve to the left having a radius of 1333.00 feet, with a chord bearing of N 45°29'02" W, with a chord length of 97.10 feet, an arc length of 97.12 feet; thence N 49°59'09" W a distance of 205.52 feet; N 52°26'46" W a distance of 36.87 feet to a point on the Southeasterly Right of Way to Missouri Highway Y; thence in a Northeasterly direction along said Southeasterly Right of Way through the following seven courses; N 37°33'14" E a distance of 63.02 feet; thence N 52°26'46" W a distance of 2.75 feet; thence N 37°33'14" E a distance of 61.99 feet; thence N 01°16'59" W a distance of 27.23 feet; thence with a curve to the right having a radius of

2764.93 feet, with a chord bearing of N 40°28'26" E, with a chord length of 122.59 feet, an arc length of 122.60 feet; thence N 41°44'40" E a distance of 329.73 feet; thence N 41°55'12" E a distance of 380.57 feet to a point on the Southwesterly Right of Way of Missouri Route 71; thence S 59°05'11" E along said Southwesterly Right of Way a distance of 664.03 feet; thence S 32°02'56" W a distance of 232.19 feet; thence S 48°24'09" W a distance of 237.25 feet; thence S 20°29'24" W a distance of 243.88 feet; thence S 29°24'01" W a distance of 87.89 feet; thence S 48°02'04" W a distance of 294.58 feet; thence S 41°58'07" E a distance of 93.10 feet; thence S 48°03'10" W a distance of 60.02 feet to the Point of Beginning, containing 749231 square feet or 17.2 acres, more or less, subject to any easements, reservations, restrictions or covenants, recorded or unrecorded, if any.

and is approved and designated as a Redevelopment Project Area (the "Redevelopment Project Area 2"). Redevelopment Project Area 2 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

SECTION 3. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 2. After the total equalized assessed valuation of the taxable real estate property in Redevelopment Project Area 2 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 2, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in R.S.Mo. § 99.855.2 each year after the effective date of this ordinance until certified reimbursable redevelopment project costs have been paid shall be divided as follows:

1. That portion of taxes penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel or real property in Redevelopment Project Area 2 shall be allocated to and, when collected, shall be paid by the Cass County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;
2. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 2, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying and reimbursing certified reimbursable Redevelopment Project Costs and obligations incurred in the payment thereof. Any payments in lieu of taxes

which are not paid within 60 days of the due date will be deemed delinquent and assessed a penalty of one percent (1%) per month.

SECTION 4. In addition to the payments in lieu of taxes described in Section 3 above, fifty percent (50%) of the total additional revenue from taxes penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within Redevelopment Project Area 2 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to R.S.Mo. § 70.500, taxes levied to R.S.Mo. § 94.660, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated official officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 5. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

SECTION 7. 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: March 10, 2009

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of February, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Approved as to form and legality.

City Attorney

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 10th day of March, 2009, 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

SECTION IX

B

APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.

WHEREAS, on March 10, 2009, the City Council of the City of Belton Missouri ("City Council") passed Ordinance No. 2009-3524 (the "Ordinance"), which approved the Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "Plan") and designated the Redevelopment Area described therein as a blighted area pursuant to the provisions of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 to 99.865 ("Act"); and

WHEREAS, the Plan and Ordinance contemplate the implementation of the Plan through three Redevelopment Projects ("Redevelopment Project 1", "Redevelopment Project 2" and "Redevelopment Project 3"; referred to collectively as the "Redevelopment Projects") and the adoption of the tax increment financing in the areas selected for such Redevelopment Projects; and

WHEREAS, the City desires to activate tax increment allocation financing for Redevelopment Project 3.

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

SECTION 1. All terms used in this ordinance not otherwise defined herein shall be construed as defined in the Act.

SECTION 2. The area selected for Redevelopment Project 3 is legally described as follows:

A tract of land located in Section 12 Township 46 North of the Baseline Range 33 West of the 5th Principal Meridian all in the City of Belton, Cass County, Missouri more particularly described as follows:

Beginning at the previously described "Point A"; thence S 48°01'53" W a distance of 60.00 feet; thence N 41°58'07" W a distance of 246.93 feet to a point on the South line of the Northwest quarter of said Section; thence N 85°46'45" W along said South line a distance of 586.69 feet to a point on the Southeasterly Right of Way of Missouri Highway Y; thence along said Southeasterly Right of Way through the following five courses; N 60°54'48" E a distance of 19.75 feet; thence N 27°55'21" E a distance of 47.73 feet; thence N 28°45'39" W a distance of 35.62 feet; thence with a curve to the right having a radius of 2764.93 feet, with a chord bearing of N 32°17'09" E, with a chord length of 334.05 feet, an arc length of 334.26 feet; thence N 81°18'41" E a distance of 28.34 feet; thence S 52°26'46" E a distance of 36.87 feet; thence S 49°59'09" E a distance of 205.52 feet; thence with a curve to the right having a radius of 1333.00 feet, with a chord bearing

of S 45°29'02" E, with a chord length of 97.10 feet, an arc length of 97.12 feet; thence S 01°37'30" W a distance of 35.69 feet; thence S 42°00'05" E a distance of 36.48 feet; thence N 83°46'21" E a distance of 37.66 feet; thence S 43°58'26" E a distance of 40.87 feet; thence S 41°58'07" E a distance of 330.24 feet to the Point of Beginning, containing 155973 square feet or 3.6 acres, more or less, subject to any easements, reservations, restrictions or covenants, recorded or unrecorded, if any.

and is approved and designated as a Redevelopment Project Area (the "Redevelopment Project Area 3"). Redevelopment Project Area 3 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

SECTION 3. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 3. After the total equalized assessed valuation of the taxable real estate property in Redevelopment Project Area 3 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 3, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in R.S.Mo. § 99.855.2 each year after the effective date of this ordinance until certified reimbursable redevelopment project costs have been paid shall be divided as follows:

1. That portion of taxes penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel or real property in Redevelopment Project Area 3 shall be allocated to and, when collected, shall be paid by the Cass County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

2. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 3, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying and reimbursing certified reimbursable Redevelopment Project Costs and obligations incurred in the payment thereof. Any payments in lieu of taxes which are not paid within 60 days of the due date will be deemed delinquent and assessed a penalty of one percent (1%) per month.

SECTION 4. In addition to the payments in lieu of taxes described in Section 3 above, fifty percent (50%) of the total additional revenue from taxes penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within Redevelopment Project Area 3 over the amount of

such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to R.S.Mo. § 70.500, taxes levied to R.S.Mo. § 94.660, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated official officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 5. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

SECTION 7. 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: March 10, 2009

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of February, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Approved as to form and legality.

City Attorney

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 10th day of March 2009, 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:

SECTION IX

C

BILL NO. 2019-08

ORDINANCE NO.

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2020 CITY BUDGET, AS REVISED AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

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

WHEREAS, the Director of Finance published the public hearing notice in the Cass County Democrat Missourian on January 25, 2019, stating the times and places where copies of the message and budget are available for inspection by the public and the date and time of the public hearing before the City Council; and

WHEREAS, the public hearing before the City Council was held February 12, 2019 at 7:00pm.

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

SECTION 1. That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2019 and ending March 31, 2020, as submitted by the City Manager on January 15, 2019 and as revised by the City Council, is hereby approved.

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

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

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

READ FOR THE FIRST TIME: February 26, 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 ____ day of _____, 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: 1 COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

SECTION IX

D

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

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

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

Missouri is hereby amended to read as follows:

Section 42-36. Rates inside city.

(a) Schedule from April 1, 2019: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2019, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.75
- (2) Debt service rate -- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--\$1.0302 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2019: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2019, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.75
- (2) Debt service rate-- \$12.36
- (3) Fifteen hundred one (1,501) gallons and over--\$1.0302 per one hundred (100) gallons of metered water.

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

Missouri is hereby amended to read as follows:

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

(a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the April 1, 2019, billing, shall be as follows:

\$0.6141 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the City Council and shall be increased annually, effective April 1, 2019, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

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

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

- (a) Schedule from April 1, 2019. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, 2019, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$15.83
- (2) Debt service rate-- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--\$1.1681 per one hundred (100) gallons of metered water.

- (b) Schedule from April 1, 2019. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, 2019, billing shall be as follows:

- (4) Fifteen hundred (1,500) gallons minimum-- \$15.83
- (5) Debt service rate-- \$12.36
- (6) Fifteen hundred one (1,501) gallons and over--\$1.1681 per one hundred (100) gallons of metered water.

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

Section 42-296. Sewer system user rates.

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

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

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

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

(d) City sewer rates:

- (1) Schedule from April 1, 2019: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the April 1, 2019 billing shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$12.36 volumetric method/\$13.97 winter month average
 - b. Debt service rate-- \$11.52
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.4224 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.5300 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from April 1, 2019: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the April 1, 2019 billing, shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$12.36
 - b. Debt service rate-- \$17.77
 - c. Fifteen hundred one (1,501) gallons and over-\$1.4224 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from April 1, 2019: In all residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2019 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$17.71 volumetric method/\$19.72 winter month average
 - b. Debt service rate-- \$11.52
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.7780 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.9129 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from April 1, 2019: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2019 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$17.71
 - b. Debt service rate-- \$17.77
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.7780 per one hundred (100) gallons of metered water. Winter month average: not available.

SECTION 5. Any and all new rates established herein shall be effective with any billing from and after April 1, 2019.

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

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

READ FOR THE FIRST TIME: February 26, 2019

READ FOR THE SECOND TIME AND PASSED: _____, 2019

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 ____ day of _____, 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

SECTION IX
E

AN ORDINANCE AMENDING CHAPTER 11 – HEALTH AND SANITATION, ARTICLE III – SMOKING; AND CHAPTER 15 – OFFENSES, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI, TO IMPLEMENT THE TOBACCO 21 INITIATIVE.

WHEREAS, pursuant to Chapter 15 – Offenses, Article V – Offenses Against Minors of the Code of Ordinances of the City of Belton, Missouri, (“Code”), the City has previously adopted regulations to the sale and distribution of cigarettes as authorized by Sections 407.924 to 407.934 of the Revised Statutes of Missouri (the “Tobacco Products Statutes”); and

WHEREAS, the Tobacco Products Statutes prohibits the sale and distribution of tobacco products, alternative nicotine, and vapor products to any person under 18 years of age; and

WHEREAS, Chapter 15 – Offenses, Article V – Offenses Against Minors of the Code currently prohibits the sale and distribution of tobacco products to any person under 18 years of age; and

WHEREAS, the City Council of Belton has been presented with information regarding the benefits to the public of raising the minimum age for the sale and distribution of tobacco products, alternative nicotine, and vapor products from 18 years of age to 21 and older; and

WHEREAS, Section 407.932 RSMo., authorizes the City to adopt more stringent ordinances and rules regarding the sale and distribution of tobacco products, alternative nicotine, and vapor products; and

WHEREAS, based upon the information provided and its authority pursuant to Section 407.932 RSMo., the City Council of Belton desires to amend the Code relating to the regulation of the sale and distribution of tobacco products, alternative nicotine, and vapor products to minors under the age of 21.

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

SECTION 1. That Chapter 11 – Health and Sanitation, Article III – Smoking, Section 11-60 – Definitions, of the Belton Code of Ordinances, is hereby amended as follows:

Smoking means inhaling, exhaling, burning, or carrying any lighted ~~cigar, cigarette, pipe, or other tobacco product~~, alternative nicotine product or vapor product, as such terms are defined in Sec. 15-1 of the Belton Code of Ordinances.

SECTION 2. That Chapter 15 – Offenses, Article I – In General, Section 15-1 – Definitions, of the Belton Code of Ordinances is hereby amended with the additions as follows:

Alternative Nicotine Product shall mean any noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include any vapor product, tobacco product or any product

regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

Tobacco Product shall mean any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco but does not include alternative nicotine products, or vapor products.

Vapor Product shall mean any noncombustible product containing nicotine that employs a heating element, power source, electronic circuit, chemical or mechanical means, regardless of shape or size, which can be used to produce vapor from nicotine in a solution or other form. Vapor products include any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include any alternative nicotine product or tobacco product.

Vending Machine shall mean any mechanical electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative nicotine products, or vapor products.

SECTION 3. That Chapter 15 – Offenses, Article V – Offenses Involving Minors, of the Belton Code of Ordinances is hereby amended as follows:

Division 2. Tobacco Products

Sec. 15-314. - Furnishing alternative nicotine products, tobacco products or vapor products to ~~minors~~ persons under the age of twenty-one is prohibited.

No individual, corporation, partnership or other entity or their employees shall sell or supply alternative nicotine products, cigarettes, cigarette wrappers or tobacco products or vapor products (cigars, pipes, chewing tobacco, snuff, etc.) to persons 20~~17~~ years of age or under within the city limits.

It shall be unlawful for any person under the age of twenty-one (21) to purchase or attempt to purchase any alternative nicotine products, tobacco products, or vapor products within the city limits.

Sec. 15-315. – Possession by minors prohibited.

~~No person 17 years or age or under shall purchase, attempt to purchase or have in his or her possession any cigarettes, cigarette wrapper or tobacco products (cigars, pipes, chewing tobacco, snuff, etc.) within the city limits.~~It shall be unlawful for any person under the age of eighteen (18) to knowingly possess or use any alternative nicotine products, tobacco products or vapor products.

Sec. 15-316. - Misrepresentation of age.

- a) *Misrepresentation of age by minors prohibited.* It shall be unlawful for any person of the age of 2017 years or under to represent that he or she has attained the age of 2118 years or older for the purpose of purchasing, asking for or in any way receiving cigarettes, cigarette wrappers or alternative nicotine products, tobacco products ~~(cigars, pipes, chewing tobacco, snuff, etc.)~~, or vapor products, except in cases authorized by law.
- b) *Assisting minor in falsification of misrepresentation of age.* It shall be unlawful for any person to give, lend, sell or otherwise provide any person of the age of 2017 years and under any falsified identification or identification of another person for the purpose of establishing the age of the individual as being 2118 years or older.

Sec. 15-317. - Warning signs required.

The owner of an establishment at which alternative nicotine products, tobacco ~~products or rolling products~~, rolling papers or vapor products are sold at retail or through vending machines shall cause to be permanently displayed in a conspicuous place at every display from which ~~tobacco these~~ products are sold or on vending machines where ~~tobacco these~~ products are purchased a sign that shall:

- 1) Contain in red lettering at least one-half inch high on a white background the following: It is a violation ~~of state law~~ for cigarettes or other alternative nicotine products, tobacco products or vapor products to be sold, given or otherwise distributed to any person under the age of 2118 years and for persons under the age of 2118 years to purchase alternative nicotine products, tobacco products or vapor products pursuant to City of Belton Code of Ordinances Section 15-314.-
- 2) Include a depiction of a pack of cigarettes at least two inches high defaced by a red diagonal diameter of a surrounding red circle, and the words "Under 2118."

Sec. 15-318. - Required placement of vending machines.

The owner of an establishment at which alternative nicotine products, tobacco products or vapor products are sold through vending machines shall locate said machines at such a place as where the sale ~~of cigarettes~~ through the vending machine shall be in the direct line of sight of the owners and/or the owner's employees so that the vending machine can be seen at all times to prevent purchases by ~~underage minors~~ persons under the age of twenty-one (21).

SECTION 4. That upon passage and approval, this Ordinance shall be in full force and its provisions shall take effect from and after July 1, 2019.

SECTION 5. That all ordinances or part of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 26, 2019

READ FOR THE SECOND TIME AND PASSED: _____, 2019

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 _____ day of _____, 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

SECTION IX

F

BILL NO.2019-11

ORDINANCE NO.

AN ORDINANCE APPROVING THE AGREEMENT WITH DIGITECH COMPUTER, INC. FOR AMBULANCE BILLING SERVICES.

WHEREAS, the City of Belton Code of Ordinances, Article III, Division 3, Section 2-725 establishes that the Fire Chief is to provide ambulance services; and

WHEREAS, the City of Belton Code of Ordinances, Article III, Division 3, Section 2-765, establishes for the Finance Director the responsibility of collections of all monies due the City, including ambulance fees; and

WHEREAS, the City of Belton published a Request for Qualifications and Proposals from interested and qualified companies specializing in ambulance billing services on December 19, 2018 with a due date of January 16, 2019; and

WHEREAS, Digitech Computer, Inc., upon evaluation of all proposals and after conducting interviews, was determined by the selection committee to be the lowest and best.

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

Section 1. That the contract with Digitech Computer, Inc. to perform ambulance billing services is hereby approved. A copy of the contract is attached as **Exhibit A** and considered part of this ordinance.

Section 2. That the Mayor is hereby authorized and directed to execute the contract on behalf of the City.

READ FOR FIRST TIME: February 26, 2019

READ FOR 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 ____ day of _____, 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

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT, dated February 8, 2019 (“Agreement”) between **DIGITECH COMPUTER, INC. (“DIGITECH”)** maintaining its principal place of business at 480 Bedford Road, Bldg. 600, 2nd floor, Chappaqua, NY 10514 and, **the CITY OF BELTON, MISSOURI (“CLIENT”)** maintaining its principal place of business at 506 Main St., Belton, MO 64012.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

- A. DIGITECH will provide CLIENT the services (“Services”) specified in Sections I, II and III of Rider A.

II. PAYMENT

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. All payments will be due within thirty (30) days of receipt of DIGITECH’s invoice.
- C. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- D. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon forty- five (45) days prior written notice to CLIENT.

III. CONFIDENTIALITY

- A. With regard to CLIENT’s Protected Health Information (“PHI”), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information

or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CLIENT as “confidential”.

- C. CLIENT acknowledges and agrees that the software, and all other systems related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing. DIGITECH understands that CLIENT is a political subdivision of the State of Missouri, and as such is subject to the Missouri Open Meetings and Records Act, Section 610.010, *et seq.*, RSMo (“Sunshine Law”). The parties believe that the software and other systems related to the provision of Services hereunder are “closed records” under the Sunshine Law, and that any information not in CLIENT’s possession is not subject to disclosure under the Sunshine Law. To the extent that any of DIGITECH’s software and other systems related to the provision of Services hereunder are claimed to be a public record under the Sunshine Law, CLIENT agrees to provide DIGITECH immediate written notice via e-mail to mschiowitz@digitechcomputer.com, wpickett@digitechcomputer.com and matt@mandellmandell.com of any request under the Sunshine Law for records relating to the provision of Services hereunder. Further, DIGITECH shall be afforded every opportunity allowed under the Sunshine Law and other Missouri laws to obtain a court order declaring that the disclosure of its software and other systems are “closed records” which do not require disclosure under Missouri law, prior to the release of any such information.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party’s employees, unless the parties have otherwise agreed in writing.

IV. TERM, TERMINATION AND RENEWAL

- A. The initial term ("Initial Term") of this Agreement shall comprise the following: (i) a pre-go-live implementation period commencing with the date of this Agreement, which period may be extended for good faith reasons upon mutual agreement of the parties, ending with a go-live date, on which claim processing commences ("Go-Live Date"); and (ii) a one (1) year claim processing period commencing with the Go-Live Date. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Go-Live Date through those transports with dates of service prior to the end of the Initial Term.
- B. Provided that this Agreement has not been terminated, at the end of the Initial Term, the parties shall have the right to renew this Agreement for unlimited one-year renewal periods under the same terms and conditions as set forth therein.
- C. Except as otherwise provided in the Business Associate Addendum regarding a basis for termination for violation of the obligations of the Business Associate Addendum, either party may, upon thirty (30) days written notice, via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (D) above.
- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it; or
 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
 3. A party hereto is excluded from participation in any state and/or federal health care program; or
 4. The Business Associate Addendum between DIGITECH and CLIENT

is terminated.

- E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI – Transition Following Termination or Expiration below.
- F. Either party may terminate this Agreement, without cause, with 120 days prior written notice.

V. INDEMNITY AND LIABILITY

- A. Each party to this Agreement, to the extent permitted by law, shall indemnify and hold harmless the other party and its agents, employees and subcontractors (“Indemnified Party”) from and against losses, liability, fines, suits, demands, arbitration fees, damages and expenses (including reasonable attorney’s fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Addendum, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party’s liability shall be limited as set forth below in paragraphs V(B) through (I). Nothing in this paragraph or Agreement shall be interpreted as a waiver of the CLIENT’s sovereign immunity.
- B. To the extent permitted by law, DIGITECH’s liability shall be limited to amounts paid by DIGITECH’s errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$2,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party’s reasonable control (this clause does not apply to CLIENT’s payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.

- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible) or as a result of a fine or penalty, DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item, except this limitation of liability shall not apply to any claims or liability that may arise out of misrepresentation, fraud, or violation of any law, or any willful, wanton, or reckless or negligent conduct by DIGITECH. Notwithstanding the foregoing, DIGITECH shall pay any penalties and fees caused by its own negligence or willful misconduct.
- E. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on claims given a disputed level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned; except in cases where the overpayment is due to CLIENT's negligence, in which case, no credit shall be given. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.
- F. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- G. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- H. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters indemnified under this Section.

VI. EXCLUSIVITY

- A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for a period of at least one hundred twenty (120) days from the last transport date prior to the termination or expiration of this Agreement (the “Winding Down Period”), and any extensions or renewals thereof.

VII. COMPLIANCE

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT’s service area, including verification that no one on DIGITECH’s staff is excluded from participation in any state and/or federal health care program.
- B. DIGITECH agrees to comply with all applicable federal and state laws, including “anti-kickback,” “excessive charges,” and other regulations relevant to this Agreement.
- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that they shall be responsible for verifying that none of CLIENT’s employees are excluded from participation in any state and/or federal health care program and that every EMS crew member’s license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT’s discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals; and CLIENT shall pay any costs associated with a violation of this representation.
- E. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT’s legal obligations under any local, state and/or federal laws.
- F. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services

rendered for payment according to applicable reimbursement laws, rules or policies.

VIII. INSURANCE

- A. DIGITECH shall maintain, at its expense, at minimum, the following insurance coverage during the term of this Agreement, any Winding Down period, and any extension and/or renewal thereof:
1. Comprehensive General Liability. Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:
 - a) General Aggregate \$2,000,000
 - Products and Completed Operations \$2,000,000
 - Personal and Advertising \$1,000,000
 - Each Occurrence \$1,000,000
 - Medical Expense any one Person \$10,000
 2. DIGITECH also shall maintain errors and omissions insurance coverage in an amount not less than \$2,000,000. Prior to the execution of this Agreement, DIGITECH shall provide proof of such coverage to CLIENT.

IX. NOTICES

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:
Mark Schiowitz
President and CEO
DIGITECH COMPUTER, INC.
480 Bedford Road, Bldg. 600, 2nd floor
Chappaqua, NY 10514

If to CLIENT:

X. CLIENT RESPONSIBILITIES

A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:

1. Automated Field Data Collection

CLIENT'S ePCR vendor shall:

- a) Produce a daily billing file in the standard NEMESIS XML file format as described in Exhibit 1. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;
- b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency. Please refer to Exhibit 1 – PCR Requirements for Billing for additionally required fields;
- c) Produce and provide a PDF copy of the PCR for each call included in the NEMESIS XML file. The PDF must be named with the unique ID of the call.
- d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server;
- e) Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc.
- f) Allow DIGITECH employees to login to secure website to:
 - (1) Manually produce a billing file based on the same billable claim criterion used to produce the daily billing file;
 - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
 - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
- g) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
 - (1) Be an Excel spreadsheet;
 - (2) Include all billable claims for the specified date of service date range
 - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
- h) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander

System and the ePCR System.

- i) CLIENT or CLIENT's ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT's field data collection system
- B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.
- C. In cases where DIGITECH has verified payment, but CLIENT cannot provide remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV above.
- D. CLIENT agrees to pay for all fees associated with the establishment and maintenance of a CLIENT controlled cash receipt/check bank lock box or deposit account.
- E. CLIENT agrees to pay for all credit card transaction fees.
- F. CLIENT agrees to establish and maintain a broadband or high speed internet connection, with static IP address, from its place of business to the Internet. CLIENT shall maintain a bandwidth of at least 1MB free for every 5 active users.
- G. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- H. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- I. CLIENT agrees to pay for any enrollment or revalidation fees imposed by

payers.

- J. Where possible, CLIENT agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- K. Client agrees to email DIGITECH cash posting manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis

XI. TRANSITION

- A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following shall occur (certain Service exclusions apply and may require an additional fee during the 120 day Winding Down Period):
 - 1. DIGITECH will cease all processing including the collection services described in Rider A, Section II above, sixty (60) days from the last transport date for which Digitech is responsible for processing ("Termination Date"). CLIENT will provide DIGITECH with remittance advice or cash receipt data for a period of at least one hundred twenty (120) days from the Termination Date (the "Winding Down Period") and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days after the Termination Date for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.
 - 2. Subsequent to the completion of all processing and cash posting, DIGITECH will provide client with its data in SQL format assuming DIGITECH has been fully paid for services rendered.
 - 3. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.
 - 4. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT's choosing.

XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.
- B. This Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflicts of laws, rules or provisions.
- C. The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association (“AAA”), under the AAA arbitration rules then in effect, before one (1) arbitrator. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.
- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.
- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement. In the event that this contract is the basis for an Interlocal or Cooperative Procurement, the price shall be modified so that DIGITECH may project payment of at least \$15 per claim based on the new client’s billable claim volume, claim fees, payor mix, level of service mix and any other factors that may impact DIGITECH’s revenue. DIGITECH retains the right to modify an Interlocal or Cooperative Procurement Agreement if the claim fees,

volume, payor mix, level of service mix and any other factors that may impact DIGITECH's revenue, on average, are not similar to those charged by the CLIENT under this Agreement, in which case DIGITECH may revise the percentage fee collected so that the net profit per transport remains constant in the new contract.

- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

[Signature page follows]

The parties hereto have executed this Agreement on the day and year first above written.

CITY OF BELTON, MISSOURI

DIGITECH COMPUTER, INC.

By: _____

By: _____

Name:

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

RIDER A
DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES

This Rider is a part of the Agreement between DIGITECH and the CITY OF BELTON, MISSOURI dated February 8, 2019.

I. BILLING SERVICES

A. DIGITECH shall provide the following billing and collection services which are contingent upon the City of Belton ("CLIENT") fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report ("PCR") processing including:
 - a) Review client prepared PCR'S for content, level of service and diagnosis;
 - b) Procedure Coding; and
 - c) Eligibility and Insurance Research and Verification.
2. DIGITECH shall perform billing as follows:
 - a) Electronic Invoicing
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - b) Paper Invoicing
 - (1) CMS-1500 for Commercial Insurance;
 - (2) Self-Pay;
 - (3) Facility (where applicable); and
 - (4) CMS-1500 for Medicaid (where applicable).

II. COLLECTION SERVICES

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
 - a) Submit a maximum of 3 invoices/notices, at 30 day intervals; and
 - b) Make a maximum of 2 follow-up calls.
2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
 - b) Make a maximum of 2 follow-up calls; and
 - c) Recommend to CLIENT amounts to be placed in legal

proceeding upon the earlier of DIGITECH's determination that the amount is uncollectible or 120 days from the first invoice date.

3. Insurance

- a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
- b) Make a maximum of 3 follow-up calls; and
- c) File appeals upon notice of denial, where applicable.

4. Medicaid

- a) Process denials;
- b) Follow-up on pending claims; and
- c) Resubmissions.

5. Medicare

- a) Process denials;
- b) Follow-up on pending claims; and
- c) Resubmissions.

B. Claims resolution and appeals

C. Remittance Posting

D. Resubmission of denials, pending and held items

E. Interfacing with carriers on behalf of CLIENT

F. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.

G. DIGITECH will interface with CLIENT's collection agency as follows:

1. Create and download one collection file per month using the industry standard XML collection file format as described in Exhibit 2; and
2. In the event CLIENT's collection agency requires a format that differs from the industry standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT's approval.
3. DIGITECH reserves the right to withdraw claims from collections if

payment is received within 10 business days of sending the claim to collections.

III. REPORTING SERVICES

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
 - 1. Accounting Reports
 - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
 - 2. Transport Reports
 - a) Per Trip Data and Collection Percentages.

IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES

- A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 5.95% of monthly EMS billing collections.

DIGITECH'S percentage fee for service covers claims with a date of service commencing on the Go-Live Date of the contract. Unprocessed claims with dates of service 30 days prior to the Go-Live Date will be processed at 5.95% of monthly EMS collections.

Unprocessed claims that are deemed collectible by CLIENT with dates of service that are greater than 30 days prior to the Go-Live Date will be processed for a fee of \$30 per claim whether or not they are paid.

CLIENT shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CLIENT on any claim processed by DIGITECH, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to analyze and report costs that will help CLIENT realize said revenue.

Notwithstanding the foregoing, DIGITECH acknowledges that claims for which DIGITECH provided no processing services and that have been processed prior to the Go-Live Date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such claims.

Provided that CLIENT's ePCR system can provide a standard NEMESIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface, Digitech will pass through such charges to CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to us prove to be in error, we reserve the right to renegotiate or exit the contract, provided DIGITECH gives CLIENT a 45 day notice of termination.

Note: DIGITECH's fee in Section IV(A) above does not include the processing of claims in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

- B. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

V. FEES/OTHER

- A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, on a per clerk per hour basis. Such services include, but are not limited to, data entry, scanning and

call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.

- C. Time expended by DIGITECH programming staff on behalf of CLIENT, to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the personnel required.
- D. Provision of services not specifically set forth in this Agreement, including but not limited to significant assistance with reporting, reporting projects, projections, interfacing or working with separate entities that are part of or affiliated with CLIENT's organization, shall be subject to a separate compensation agreement covering such additional services. The parties agree to act in good faith to draft mutually acceptable terms of service.
- E. DIGITECH may require a work order prior to the provision of such services.

VI. REIMBURSABLE EXPENSES

CLIENT will reimburse DIGITECH for preapproved travel expenses (at cost). Such expenses shall be included in the invoice to CLIENT in the month following the date of such travel.

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

CITY OF BELTON, MISSOURI

DIGITECH COMPUTER, INC.

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (“Addendum”), is made and entered into by and between the CITY OF BELTON, MISSOURI (“Covered Entity”) and DIGITECH COMPUTER INC. (“Business Associate”). This Addendum shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information (“PHI”) (as defined in Article 1 of this Addendum) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Addendum is effective as of the effective date of the Billing Service Agreement (the “*Effective Date*”).

RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), all as amended from time to time (“HIPAA”), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the “HITECH Act”), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

- 1.1 **Definitions.** For the purposes of this Addendum, the following defined terms shall have the following definitions. All capitalized terms used in this Addendum but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.
- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
 - (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
 - (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
 - (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
 - (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
 - (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
 - (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
 - (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR § 164.402.

Article 2: Duties of Business Associate

- 2.1 **Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 **Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical

safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d) be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

2.3 Breach of Unsecured PHI.

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure (“Acquisition”) of Covered Entity’s PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate’s written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate’s written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

2.4 Permitted Uses of PHI. Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate’s obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

2.5 Permitted Disclosures of PHI. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate’s obligations under the Billing

Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 **Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 **Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Addendum.
- 2.8 **Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Addendum. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 **Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 **Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Addendum as soon as possible after Business

Associate becomes aware of such an incident but in no case later than five (5) days after the date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

- 2.11 Access to Information.** Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 Availability of PHI for Amendment.** The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.
- 2.13 Accounting of Disclosures.** Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a

brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

- 2.14 Agreement to Restriction on Disclosure.** If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.
- 2.15 Accounting of Disclosures of Electronic Health Records ("EHR").** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.
- 2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

- 2.17 **Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 **Limitations on Use of PHI for Marketing Purposes.** Business Associate shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (a) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (b) complies with the requirements of subparagraphs (A), (B) or (C) of § 13406(a)(2) of the HITECH Act. Covered Entity shall cooperate with Business Associate to determine if the foregoing requirements are met with respect to any such marketing communication.
- 2.19 **Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.20 **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.21 **Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Addendum.
- 2.22 **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Addendum, to the extent that Covered Entity determines that such examination is

necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Addendum.

- 2.23 Return of PHI at Termination.** Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Addendum shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.
- 2.24 Retention of PHI.** Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.
- 2.25 Business Associate's Performance of Obligations of Covered Entity.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

- 3.1 Using Appropriate Safeguards.** Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

- 4.1 Term.** The provisions of this Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in

accordance with the termination provisions in Section 4.2 of this Addendum.

4.2 Termination by Covered Entity.

- (a) A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

4.3 Termination by Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Addendum, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

4.4 Termination by Either Party. Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Article 5: Miscellaneous

5.1 Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

- 5.2 **Change in Law.** The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Addendum), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service Agreement (including this Addendum) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.
- 5.3 **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 **Interpretation.** Section titles in this Addendum are for convenience only, and shall not be used in interpreting this Addendum. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Addendum, the provisions of this Addendum shall prevail. Any reference in this Addendum to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

CITY OF BELTON, MISSOURI
(Covered Entity)

DIGITECH COMPUTER, INC.
(Business Associate)

By: _____

By: _____

Name: _____

Name: MARK SCHIOWITZ

Title: _____

Title: PRESIDENT AND CEO

Date: _____

Date: _____

SECTION IX

G

AN ORDINANCE APPROVING A FINAL PLAT OF TRADITIONS 2ND PLAT LOTS 188 THRU 201, 210 THRU 220 AND TRACTS N THRU Q A PART OF SECTION 18, TOWNSHIP 46, RANGE 32, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally, or disapprove final plats within a reasonable time after submission; and

WHEREAS, the City Staff reviewed the Final Plat for Traditions 2nd Plat Lots 188 thru 201, 210 thru 220 and Tracks N thru Q (herein attached and incorporated as **Exhibit A** to this Ordinance), determined that it meets the standards defined in Section 36-35 and presented the final plat to the Belton Planning Commission at a regular meeting held on February 4, 2019; and

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the final plat of the final plat for Traditions 2nd Plat Lots 188 thru 201, 210 thru 220 and Tracks N thru Q to the City Council.

WHEREAS, the City Council believes this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve.

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

- Section 1.** That the Final Plat for Traditions 2nd Plat Lots 188 thru 201, 210 thru 220 and Tracks N thru Q, in the City of Belton, Missouri, herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.
- Section 2.** That this ordinance shall take effect and be in full force from and after its passage and approval.
- Section 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

APPROVAL AT PLANNING AND ZONING: February 4, 2019

READ FOR THE FIRST TIME: February 26, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2019.

Mayor, Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ of _____, 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
Of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 26, 2019

DIVISION: Planning and Building Department

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 |

ITEM FOR CONSIDERATION:

The application was filed for approval of a Final Plat for Traditions 2nd Plat. This plat will provide for the second phase of construction of the four unit multi-family buildings in the Traditions Planned Unit Development.

PROPOSED CITY COUNCIL MOTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

The Traditions is a mixed-use Planned Unit Development initially approved in 2006. A revised preliminary plat for Traditions was approved by the City Council in May of 2018. The original plan and the recent revision provided for multi-family units in the area of the proposed 2nd Plat.

The first phase of multi-family buildings is immediately south of the 2nd Plat. The first phase is complete, and the 2nd Plat will allow continued construction of the four-unit buildings with the same architecture and building materials.

The Final Plat is consistent with the revised preliminary plat as approved by the City Council. The plat includes appropriate dedications of street right-of-way, easements and tracts. Detention for the 2nd Plat is located on the adjoining first phase development.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

The Planning Commission considered the request at their meeting of February 4, 2019. The Planning Commission recommends approval of the application for a Final Plat for Traditions 2nd Plat as the final plat is consistent with the revised preliminary plat. The plat meets all final plat requirements of Section 36.35 of Unified Development Code.

The recommendation is subject to the following conditions:

1. The final plat for Traditions 2nd Plat, dated January 23, 2018, by Boundary & Construction Surveying, Inc. is approved as submitted.
2. A final landscape plan shall be submitted with public improvement plans. The landscape plan will include required street trees, on-lot landscaping, and landscaping for the auxiliary parking on Tract P.

3. Tract Notes on the plat should be amended to include a reference to the required parking on Tract P.
4. A copy of the applicable homeowner's association documents shall be submitted prior to recording of the final plat.
5. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Trail Plan

FINAL PLAT
TRADITIONS 2ND PLAT
 LOTS 188 THRU 201, 210 THRU 220
 AND TRACTS N THRU Q
 A PART OF SECTION 18, TOWNSHIP 46, RANGE 32,
 BELTON, CASS COUNTY, MISSOURI

PLAT DEDICATION:
 THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "TRADITIONS 2ND PLAT".

BUILDING LINES:
 BUILDING LINES OR SETBACK LINES WILL BE ESTABLISHED BY THE DEVELOPMENT PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERE TO.

EASEMENT DEDICATION:
 AN EASEMENT IS HEREBY GRANTED TO BELTON, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY OF ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/E), WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE. THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WILL INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES; WITH THE EXCEPTION OF DRAINAGE EASEMENTS (D/E) WHERE NO FENCES SHALL BE CREATED) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF BELTON, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED TO THE EASEMENT. NO EXCAVATION OR TILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER UTILITIES ABOVE STATED OR THE APPURTENANCES THERE TO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO ALL EASEMENTS DEDICATED TO THE CITY.

ACCESS EASEMENT:
 AN EASEMENT TO PROVIDE VEHICULAR ACCESS TO AND FROM LOTS 188-220 AND THE RIGHT OF WAY IS HEREBY ESTABLISHED AS SHOWN ON THE PLAT AND DESIGNATED AS ACCESS EASEMENT (A/E). SAID EASEMENT IS FOR THE MUTUAL BENEFIT OF THE PRESENT AND FUTURE OWNERS OF THE LOTS, THEIR MORTGAGEES, TENANTS AND BUSINESS INVITEES.

STREET DEDICATION:
 STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

LEGAL DESCRIPTION:
 A PART OF A PART OF BLOCK SIX (6), DEAN-DQ, DEVELOPMENT PARK AND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46, RANGE 32, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID SECTION 18; THENCE SOUTH 86 DEGREES 34 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 879.94 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 02 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 802.41 FEET TO A POINT ON THE SOUTH LINE OF THE ST. LOUIS & SAN FRANCISCO RAILROAD RIGHT-OF-WAY; THENCE SOUTH 81 DEGREES 38 MINUTES 54 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 205.67 FEET; THENCE SOUTH 75 DEGREES 37 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 205.67 FEET; THENCE SOUTH 72 DEGREES 06 MINUTES 34 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 614.01 FEET; THENCE SOUTH 08 DEGREES 39 MINUTES 31 SECONDS WEST, A DISTANCE OF 243.32 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 80 DEGREES 26 MINUTES 48 SECONDS WEST, A RADIUS OF 825.00 FEET AND AN ARC DISTANCE OF 29.87 FEET; THENCE SOUTH 11 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 83.04 FEET; THENCE SOUTH 28 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 84.26 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 ALSO BEING A POINT ON THE NORTH LINE OF "TRADITIONS 1ST PLAT"; A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI; THENCE NORTH 06 DEGREES 34 MINUTES 23 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 970.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 11.61 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHT OF WAYS, RECORDED OR UNRECORDED, IF ANY.

ACKNOWLEDGEMENT:
 BY WITNESS ROGER R. SALLEE, REAL ESTATE INVESTMENTS, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS DAY OF _____, 201__.

MEMBER - R. TYLER SALLEE

STATE OF MISSOURI

COUNTY OF JACKSON

ON THIS _____ DAY OF _____, 201__, BEFORE ME APPEARED R. TYLER SALLEE, MEMBER OF SALLEE REAL ESTATE INVESTMENTS, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____, MISSOURI, THIS _____ DAY AND YEAR LAST ABOVE WRITTEN.

SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY TERM EXPIRES _____

CITY ACKNOWLEDGEMENT:
 THIS PLAT OF "TRADITIONS 2ND PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE BELTON PLANNING COMMISSION THIS _____ DAY OF _____, 201__.

CHAIRMAN - HULLY ORRITT

SECRETARY - _____

THESE EASEMENTS AND RIGHT OF WAY ACCEPTED BY THE CITY COUNCIL OF BELTON, MISSOURI THIS _____ DAY OF _____, 201__.

MAYOR - JEFF DAVIS

CITY CLERK - ANGELO CORREIA

COUNTY ACKNOWLEDGEMENT:

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 201__.

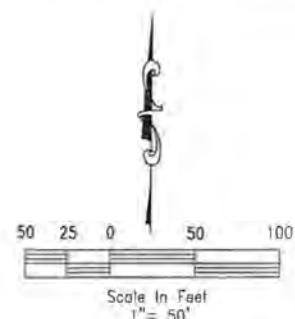
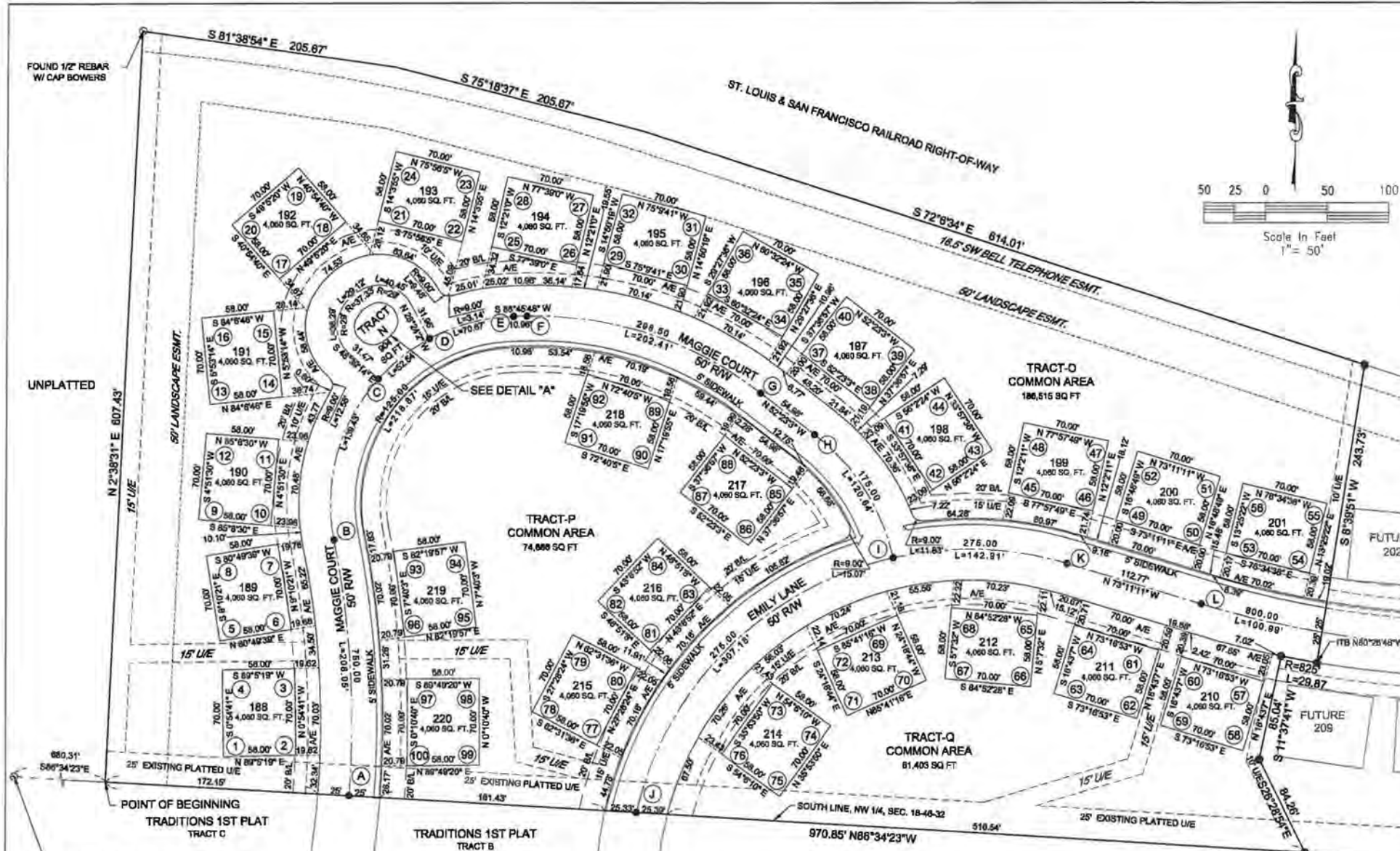
COUNTY RECORDER

NOTES:
 1. THE SUBJECT PROPERTY CONTAINS 11.61 ACRES MORE OR LESS.

FLOOD STATEMENT:
 THE SUBJECT PROPERTY LIES IN AN AREA LABELED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOOD PLAIN) AS DETERMINED BY THE FEMA FLOOD INSURANCE RATE MAP NUMBER 29037C00177, WITH AN EFFECTIVE DATE OF JANUARY 2, 2011.

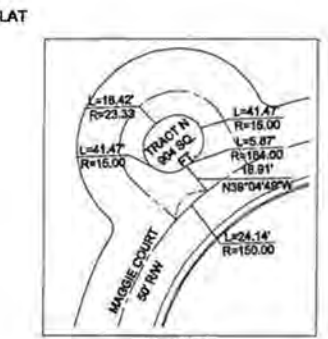
I HEREBY CERTIFY THAT THE PLAT OF "TRADITIONS 2ND PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

SURVEYOR: ROGER A. BACKLUS, PLS. MO. NO. 2134



COORDINATE TABLE

| | | | | |
|---------------|---------------|---------------|----------------|--------------|
| 1) 961124.02 | 26) 961520.26 | 51) 961349.88 | 76) 961124.44 | A) 961091.48 |
| 2) 961124.91 | 27) 961523.38 | 52) 961352.76 | 77) 961127.03 | B) 961094.39 |
| 3) 961124.93 | 28) 961526.52 | 53) 961355.65 | 78) 961129.63 | C) 961097.30 |
| 4) 961124.93 | 29) 961529.67 | 54) 961358.54 | 79) 961132.23 | D) 961100.21 |
| 5) 961124.93 | 30) 961532.82 | 55) 961361.43 | 80) 961134.83 | E) 961103.12 |
| 6) 961124.93 | 31) 961535.97 | 56) 961364.32 | 81) 961137.43 | F) 961106.03 |
| 7) 961124.93 | 32) 961539.12 | 57) 961367.21 | 82) 961140.03 | G) 961108.94 |
| 8) 961124.93 | 33) 961542.27 | 58) 961370.10 | 83) 961142.63 | H) 961111.85 |
| 9) 961124.93 | 34) 961545.42 | 59) 961372.99 | 84) 961145.23 | I) 961114.76 |
| 10) 961124.93 | 35) 961548.57 | 60) 961375.88 | 85) 961147.83 | J) 961117.67 |
| 11) 961124.93 | 36) 961551.72 | 61) 961378.77 | 86) 961150.43 | K) 961120.58 |
| 12) 961124.93 | 37) 961554.87 | 62) 961381.66 | 87) 961153.03 | L) 961123.49 |
| 13) 961124.93 | 38) 961558.02 | 63) 961384.55 | 88) 961155.63 | |
| 14) 961124.93 | 39) 961561.17 | 64) 961387.44 | 89) 961158.23 | |
| 15) 961124.93 | 40) 961564.32 | 65) 961390.33 | 90) 961160.83 | |
| 16) 961124.93 | 41) 961567.47 | 66) 961393.22 | 91) 961163.43 | |
| 17) 961124.93 | 42) 961570.62 | 67) 961396.11 | 92) 961166.03 | |
| 18) 961124.93 | 43) 961573.77 | 68) 961399.00 | 93) 961168.63 | |
| 19) 961124.93 | 44) 961576.92 | 69) 961401.89 | 94) 961171.23 | |
| 20) 961124.93 | 45) 961580.07 | 70) 961404.78 | 95) 961173.83 | |
| 21) 961124.93 | 46) 961583.22 | 71) 961407.67 | 96) 961176.43 | |
| 22) 961124.93 | 47) 961586.37 | 72) 961410.56 | 97) 961179.03 | |
| 23) 961124.93 | 48) 961589.52 | 73) 961413.45 | 98) 961181.63 | |
| 24) 961124.93 | 49) 961592.67 | 74) 961416.34 | 99) 961184.23 | |
| 25) 961124.93 | 50) 961595.82 | 75) 961419.23 | 100) 961186.83 | |



TRACT NOTES:
 1. TRACT "N" SHALL BE A "LANDSCAPE EASEMENT" TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 2. TRACTS "O" & "Q" SHALL BE A "COMMON AREA FOR MULTIFAMILY UNITS" TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 3. TRACT "P" SHALL BE A "COMMON AREA AND PARKING LOT FOR MULTIFAMILY UNITS" TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

LEGEND:
 U/E - UTILITY EASEMENT
 L/E - LANDSCAPE EASEMENT
 D/E - DRAINAGE EASEMENT
 W/E - WATER EASEMENT
 S/E - SEWER EASEMENT
 B/L - BUILDING LINE
 C/L - CENTERLINE
 R/W - RIGHT OF WAY
 ITB - INITIAL TANGENT BEARING

SET 1/2" REBAR AND CAP @ ALL REAR LOT CORNERS RLS-2134, MO. RLS-1099, KS.
 CURB NOTCHES ARE ON AN EXTENSION OF THE SIDE LOT LINES.
 MONUMENTATION WILL BE COMPLETED WITHIN 6 MONTHS AFTER COMPLETION OF ALL STREETS AND UTILITIES.



LOCATION MAP
 SCALE=1"=200'
 SECTION 18
 TOWNSHIP 46 RANGE 32

| | |
|---|---|
| TRADITIONS 2ND PLAT BELTON, CASS COUNTY, MISSOURI | |
| DATE: FEBRUARY 15, 2019 | BOUNDARY & CONSTRUCTION SURVEYING, INC. 821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64083 PH: 816/554-9798, FAX: 816/554-0337 |
| DEVELOPER SALLEE REAL ESTATE INVESTMENTS, LLC 3730 NE TROON DRIVE LEE'S SUMMIT, MO. 64064 OFFICE @ 816-252-2881 | |
| PROJECT NO. 18-300 | SHEET 1 OF 1 |
| TRADITIONS 2ND PLAT, BELTON, MO | |

TRAIL PLAN FOR PHASE 2 OF TRADITIONS BELTON, CASS COUNTY MISSOURI



LOCATION MAP

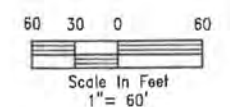


CUMMINGS Plan
04-04-18-000-000-
Mailing Address: 15717 WEAVERBROOK C
RAYMORE, MO 64083

"UNPLATTED"
GRAHAM, JAMES D & TOMI P
E CAMBRIDGE RD BELTON, MO 64012
04-04-18-000-000-072.000

| SYMBOL LEGEND | | LINE LEGEND | |
|---------------|----------------------|-------------|-----------------------------|
| PROPOSED | EXISTING | PROPOSED | EXISTING |
| MH ● | Manhole | ST | Storm Line |
| C.I. | Curb Inlet | SAN | Sanitary Line |
| JB □ | Junction Box | WTR | Water Line |
| FI □ | Field Inlet | BUILD | Building Line |
| FES Δ | Flared End Section | EASE | Easement Line |
| FH ● | Fire Hydrant | 4' | 4' Sidewalk |
| BO ● | Blow Off | 2' | 2' Curb |
| WV ● | Water Valve | 840 | Contour |
| WM ● | Water Meter | TL | Tree Line |
| | Straddle | F | Fence Line |
| | Utility Pole | G | Gas Line |
| | Guy Wire | OHT | Overhead Telephone Line |
| | Electric Transformer | UGT | Underground Telephone Line |
| | Telephone Pedestal | OHE | Overhead Electrical Line |
| | Cable Pedestal | UCE | Underground Electrical Line |
| CO | Clean Out | | |

NOTE:
1. TRAIL WIDTH AND MATERIAL SHALL BE PER CITY REQUIREMENTS.



| DATE | REVISION | BY |
|------|----------|----|
| | | |
| | | |
| | | |

quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus ST.
P.O. Box 2000, Belton, Missouri 64603
e-mail = rquist@quistengineering.com

TRIAL PLAN
CIVIL PLANS FOR TRADITIONS
LOTS 188 THRU 201 & 210 THRU 220
BELTON, CASS COUNTY MISSOURI

FIRST SUBMITTAL
NOT FOR
CONSTRUCTION

DRAWN BY RAW
CHECKED BY RAW
DATE 11-20-18
PROJECT NO. E15-222
SCALE
2 / 19

SECTION IX

H

BILL NO. 2019-13

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT FOR GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2019-2020.

WHEREAS, the Chief of Police is hereby authorized to submit applications for annual Missouri Department of Transportation (MoDot) for Highway Safety grant funds totaling \$21,475.00; and

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

WHEREAS, the FY20 proposed budget of \$21,475.00 has been scheduled for the traffic grant fund. The grants will pay 100% overtime.

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

SECTION 1. That the City Council hereby authorized and approves the Missouri Department of Transportation Safety Grants, herein attached and incorporated as **Exhibit A** to the Ordinance, for the grants being carried out by the Belton Police Department.

SECTION 2. That the Chief of Police is authorized to submit the grant applications for the Missouri Department of Transportation Highway Safety.

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

READ FOR THE FIRST TIME: February 26, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor, Jeff Davis

Approved this ____ day of _____, 2019.

Mayor, Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for the first reading at a meeting of the City Council held on the ____ day of _____, 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:

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: February 26, 2019
 ASSIGNED STAFF: James R. Person
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: The Belton Police Department is applying for three Missouri Department of Transportation Highway Safety Grants for a total of \$21,475.00.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing the Chief of Police to apply to Missouri Department of Transportation for Highway Safety Grant funds totaling \$21,475.00.

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

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

IMPACT / ANALYSIS:

These funds have been scheduled in the FY20 budget for Missouri Department of Transportation Highway Safety Grant Revenue.

FINANCIAL IMPACT

| | |
|-----------------------------|---|
| Contractor: | State of Missouri - Missouri Department of Transportation |
| Amount of Request/Contract: | \$ |
| Amount Budgeted: | \$ Currently scheduled for \$21,475.00 |
| Funding Source: | Highway Safety Grant funds |
| Additional Funds | \$ |
| Funding Source | |
| Encumbered: | \$ |
| Funds Remaining: | \$ |

| | | |
|-----------------|--------|---------|
| TIMELINE | Start: | Finish: |
|-----------------|--------|---------|

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approve

OTHER BOARDS & COMMISSIONS ASSIGNED:

Date:
Action:

List of reference Documents Attached:

Grant Applications



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

CITY COUNCIL AUTHORIZATION

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

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020**
(Application due by March 01, 2019)

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

| | | | |
|-----------------------------|---------------------|---------------------------------|------------------------|
| Agency: | Belton Police Dept. | Agency ORI#: | MO0190200 |
| Address: | 7001 E. 163rd St. | Federal Tax ID#: | 44600137 |
| | | DUNS #: | 009487612 |
| City: | Belton | State: MO | Zip: 64012-4614 |
| | | County: | Cass |
| Phone: | 816-331-1500 | Fax: | 816-322-7057 |
| Contact: | Sgt. John Baker | Email: | jbaker@beltonpd.org |
| Jurisdiction: | Urban | Jurisdiction Population: | 23,175 |
| Targeted Population: | All Drivers | | |

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

| | | | |
|---------------------------|-----------------------------|--------------------------|-------------|
| Project Title: | HMV Enforcement | Requested Amount: | \$13,375.00 |
| Brief Description: | Hazardous Moving Deterrence | | |

James R. Person

Authorizing Official

Authorizing Official Signature

Chief of Police

Authorizing Official Title

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

Belton, Missouri is an urban city south of Kansas City, Missouri with a population of approximately 23,480 people covering 14.32 square miles. Within this area there are 286 lane miles of roadway which includes Interstate 49, Missouri Highway 58, and Route Y.

During 2017 this agency investigated 718 crash and in 2018 the agency investigated 619 (does not include private property collisions). Of those collisions there were no fatal crashes in 2017. In 2018 there were three (3) fatal crashes resulting in five (5) deaths. Two (2) being pedestrians in the same event on an outer road, one was on private property involving a tree trimming crew, and the other two (2) from a intoxicated wrong way driver on Interstate 49.

For 2018 crash occurrences are spread in an almost even distribution per month with a two (2) percent rise during the months of October and November. The greatest frequency during the week for 2018 is still Wednesday through Friday between 6 am and 7 pm. During 2017 this agency saw a 12% increase (641 up to 718) in crashes but dropped 13% (718 to 619) in 2018. The crashes are concentrated on MO Hwy 58 and Interstate 49.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

To continue with the decrease in crashes by 7.0% annually, resulting in a change from 2018 total of 619 to 576 for 2019. After the November 2018 election the citizens voted to increase the sales tax and apply those funds to public safety. By April 2019 this agency will be on track to replace the seven (7) officer positions that were frozen and increase manpower with an additional four (4) officers. Part of the enforcement goal will be to apply the resource of additional officers to the project.

PROJECT DESCRIPTION

The Belton Police Department will continue to focus attention on MO Hwy 58 and Interstate 49. The focused efforts are intended to bring the attention of driver's back to the outside of the vehicles in the hopes of reducing speed and increasing reactionary gaps. The continuing goal is to reduce collisions in which the rear-end type collision is the result of following too closely, which is still a leading cause of collision on those corridors.

SUPPLEMENTAL INFORMATION

| <u>Question</u> | <u>Answer</u> |
|---|---------------|
| You must answer the following questions. | |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to STARS? | Yes |
| 5 Does your agency report UCR information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: We also have made the conversion to MIBRS. | |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application? | Yes |
| 9 If NO, please explain. | |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | Yes |
| 11 If YES, please explain. This agency was temporarily placed on a hiring freeze, which was lifted in November 2018. This agency is currently in the process of filling those previously vacated positions. | |
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 13 If YES, please explain. | |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. For the 2018 fiscal year this agency spent all of the awarded Hazardous Moving grant funds. | |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? | No |

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

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

| | |
|---|------|
| 18 Total number of DWI violations written by your agency. | 79 |
| 19 Total number of speeding violations written by your agency. | 1061 |
| 20 Total number of HMV violations written by your agency. | 1884 |
| 21 Total number of child safety/booster seat violations written by your agency. | 20 |
| 22 Total number of safety belt violations written by your agency. | 95 |
| 23 Total number of sobriety checkpoints hosted. | 0 |

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

| | |
|---|------|
| 24 Total number of traffic crashes. | 1978 |
| 25 Total number of traffic crashes resulting in a fatality. | 3 |
| 26 Total number of traffic crashes resulting in a serious injury. | 557 |
| 27 Total number of speed-related traffic crashes. | 232 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 0 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 68 |
| 30 Total number of alcohol-related traffic crashes. | 62 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 0 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 41 |
| 33 Total number of unbuckled fatalities. | 0 |
| 34 Total number of unbuckled serious injuries. | 0 |

Enter your agency's information below.

| | |
|--|----|
| 35 Total number of commissioned law enforcement officers. | 47 |
| 36 Total number of commissioned patrol and traffic officers. | 28 |

| | |
|--|----|
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 42 |
| 38 Total number of vehicles available for enforcement. | 9 |
| 39 Total number of radars/lasers. | 14 |
| 40 Total number of in-car video cameras. | 9 |
| 41 Total number of PBTs. | 9 |
| 42 Total number of Breath Instruments. | 1 |

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

| | |
|--|---|
| 43 Identify primary enforcement locations. | |
| Crashes primarily occur on Interstate 49, Missouri Highway 58, and N. Scott Avenue. | |
| 44 Enter the number of enforcement periods your agency will conduct each month. | 4 |
| 45 Enter the months in which enforcement will be conducted. | |
| Enforcement should occur through the year. | |
| 46 Enter the days of the week in which enforcement will be conducted. | |
| Enforcement should focus on Wednesday, Thursday, and Friday. | |
| 47 Enter the time of day in which enforcement will be conducted. | |
| Between 6:00 am and 7:00 pm. | |
| 48 Enter the number of officers assigned during the enforcement period. | 2 |
| 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used. | |

This agency increased the patrol fleet by adding an additional patrol vehicle. In order to equip the vehicles the dash RADAR unit was removed from the supervisor vehicle and replaced with an older less reliable unit. As the shift supervisor is also expected to conduct traffic enforcement activities we would like to replace that vehicle's RADAR unit with the same make and model currently used throughout the patrol fleet.

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Evaluation of the project comes in the form of analysis of department statistics comparing crash trends over, at least, three (3) year periods.

ADDITIONAL FUNDING SOURCES

No other sources of funding are being received for highway safety efforts.

BUDGET

| Category | Item | Description | Quantity | Unit Cost | Total | Match | Total Requested |
|-----------------------|--------------------------|----------------------|-----------------|------------------|--------------------|---------------|------------------------|
| Equipment | | | | | | | |
| | Radar | Stalker DSR | 1 | \$2,800.00 | \$2,800.00 | \$0.00 | \$2,800.00 |
| | | | | | \$2,800.00 | \$0.00 | \$2,800.00 |
| Personnel | | | | | | | |
| | Overtime and Fringe | Officer overtime | 1 | \$6,500.00 | \$6,500.00 | \$0.00 | \$6,500.00 |
| | | | | | \$6,500.00 | \$0.00 | \$6,500.00 |
| Training | | | | | | | |
| | Professional Development | LETSAC | 5 | \$575.00 | \$2,875.00 | \$0.00 | \$2,875.00 |
| | Professional Development | Blueprint Conference | 3 | \$400.00 | \$1,200.00 | \$0.00 | \$1,200.00 |
| | | | | | \$4,075.00 | \$0.00 | \$4,075.00 |
| Total Contract | | | | | \$13,375.00 | \$0.00 | \$13,375.00 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| WORD | Word | crash locations.docx | 02/07/2019 |
| WORD | Word | Kustom RADAR Quote.docx | 02/07/2019 |



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

CITY COUNCIL AUTHORIZATION

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

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
 TRAFFIC ENFORCEMENT APPLICATION
 October 01, 2019 through September 30, 2020
 (Application due by March 01, 2019)**

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

| | | | |
|-----------------------------|---------------------|---------------------------------|---------------------|
| Agency: | Belton Police Dept. | Agency ORI#: | MO0190200 |
| Address: | 7001 E. 163rd St. | Federal Tax ID#: | 44600137 |
| | | DUNS #: | 009487612 |
| City: | Belton | State: | MO |
| | | Zip: | 64012-4614 |
| | | County: | Cass |
| Phone: | 816-331-1500 | Fax: | 816-322-7057 |
| Contact: | Sgt. John Baker | Email: | jbaker@beltonpd.org |
| Jurisdiction: | Urban | Jurisdiction Population: | 23,175 |
| Targeted Population: | Impaired Drivers | | |

| |
|--|
| Project activity for which your agency is requesting funding: |
| DWI Enforcement |

| | | | |
|---------------------------|-----------------------|--------------------------|------------|
| Project Title: | DWI Enforcement | Requested Amount: | \$8,100.00 |
| Brief Description: | DWI Saturation Patrol | | |

 James R. Person
 Authorizing Official

 Authorizing Official Signature

 Chief of Police
 Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Belton, Missouri is an urban city south of Kansas City, Missouri with a population of approximately 23,480 people covering 14.32 square miles. Within this area there are 286 lane miles of roadway which includes Interstate 49, Missouri Highway 58, and Route Y.

During 2017 this agency investigated 718 crash and in 2018 the agency investigated 619 (does not include private property collisions). Of those collisions there were no fatal crashes in 2017 and in 2018 there were three (3) fatal crashes resulting in five (5) deaths. Two (2) being pedestrians in the same event on an outer road, one was on private property involving a tree trimming crew, and the other two (2) from a intoxicated wrong way driver on Interstate 49. During 2018 this agency made 79 DWI/DUI arrests as compared to 64 in 2017.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

Part of the overall goal is to reduce this agency's ranking. Most recent data from MSHP shows Belton rose to 32. The goal is to decrease the city ranking back to 35 or better. After the November 2018 election the citizens voted to increase the sales tax and apply those funds to public safety. By April 2019 this agency will be on track to replace the officer position that were frozen and increase manpower with an additional four (4) officers. Part of the enforcement goal will be to apply the resource of additional officers to the project.

PROJECT DESCRIPTION

The goal is to increase the number of alcohol related arrests through detection and apprehension of impaired motorists. A secondary goal is to deter drunk/impaired drivers through high visibility efforts. This goal is to be accomplished by focusing efforts during those times when occurrences of impaired drivers are more prevalent with saturation patrols.

SUPPLEMENTAL INFORMATION

| <u>Question</u> | <u>Answer</u> |
|---|---------------|
| You must answer the following questions. | |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to STARS? | Yes |
| 5 Does your agency report UCR information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: We have also made the conversion to MIBRS. | |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application? | Yes |
| 9 If NO, please explain. | |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | Yes |
| 11 If YES, please explain. This agency was temporarily placed on a hiring freeze, which was lifted in November 2018. This agency is currently in the process of filling those previously vacated positions. | |
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 13 If YES, please explain. | |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. During the 2018-2019 year this agency fell short spending the monies allotted in part because of the conversion of the checkpoint money to saturation patrol money. This additional funding was beyond what we were able to handle with current staffing shortages. | |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? | No |

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

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

| | |
|---|------|
| 18 Total number of DWI violations written by your agency. | 79 |
| 19 Total number of speeding violations written by your agency. | 1061 |
| 20 Total number of HMV violations written by your agency. | 1884 |
| 21 Total number of child safety/booster seat violations written by your agency. | 20 |
| 22 Total number of safety belt violations written by your agency. | 95 |
| 23 Total number of sobriety checkpoints hosted. | 0 |

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

| | |
|---|------|
| 24 Total number of traffic crashes. | 1978 |
| 25 Total number of traffic crashes resulting in a fatality. | 3 |
| 26 Total number of traffic crashes resulting in a serious injury. | 557 |
| 27 Total number of speed-related traffic crashes. | 232 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 0 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 68 |
| 30 Total number of alcohol-related traffic crashes. | 62 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 2 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 41 |
| 33 Total number of unbuckled fatalities. | 0 |
| 34 Total number of unbuckled serious injuries. | 0 |

Enter your agency's information below.

| | |
|--|----|
| 35 Total number of commissioned law enforcement officers. | 47 |
| 36 Total number of commissioned patrol and traffic officers. | 28 |

| | |
|--|----|
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 42 |
| 38 Total number of vehicles available for enforcement. | 9 |
| 39 Total number of radars/lasers. | 14 |
| 40 Total number of in-car video cameras. | 9 |
| 41 Total number of PBTs. | 9 |
| 42 Total number of Breath Instruments. | 1 |

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

43 Identify primary enforcement locations.

DWI enforcement should focus on the area of N. Scott Avenue and Missouri Highway 58 where we have local drinking establishment. Enforcement should also take place on Interstate 49 as it is the major corridor for those traveling back from the bar districts in Kansas City.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement should occur throughout the year.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement should occur on Wednesday, Thursday, and Friday with some Saturdays particularly those that coincide with Saturation Saturday events.

47 Enter the time of day in which enforcement will be conducted.

Enforcement should occur during the times between 1:00pm and 3:00 am, with concentration toward the late evening to early morning hours.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

None

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Evaluation of the project will come in the form of performance statistics and reporting. With the greatest indicators coming in the form of the number of DWI arrests and the number of impairment related crashes. The overall goal being to see an increase in DWI arrests and thereby increasing public awareness of Belton's commitment to roadway safety.

ADDITIONAL FUNDING SOURCES

No other sources of funding are being received for highway safety efforts.

BUDGET

| Category | Item | Description | Quantity | Unit Cost | Total | Match | Total Requested |
|-----------------------|--------------------------|--------------------|-----------------|------------------|-------------------|---------------|------------------------|
| Personnel | | | | | | | |
| | Overtime and Fringe | Officer Overtime | 6,500 | \$1.00 | \$6,500.00 | \$0.00 | \$6,500.00 |
| | | | | | \$6,500.00 | \$0.00 | \$6,500.00 |
| Training | | | | | | | |
| | Professional Development | DWI Conference | 4 | \$400.00 | \$1,600.00 | \$0.00 | \$1,600.00 |
| | | | | | \$1,600.00 | \$0.00 | \$1,600.00 |
| Total Contract | | | | | \$8,100.00 | \$0.00 | \$8,100.00 |

ATTACHMENTS

Document Type

Description

Original File Name

Date Added

SECTION IX

I

AN ORDINANCE APPROVING AN ESCROW AGREEMENT AND A FUNDING AGREEMENT RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT FOR NORTHPOINT DEVELOPMENT, LLC.

WHEREAS, the City of Belton, Missouri (the “City”) is a constitutionally chartered city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City and Northpoint Development, LLC, a Missouri limited liability company (the “Company”) are parties to that certain Development and Performance Agreement dated as of June 12, 2018 (the “Development Agreement”), pursuant to which, among other rights and obligations, the Company agreed to complete construction of certain “Company Public Improvements” (as defined in the Development Agreement) in connection with the Projects and Project Site(s) (as defined in the Development Agreement); and

WHEREAS, the City and the Company desire to enter into an Escrow Agreement (the “Escrow Agreement”) and a Funding Agreement (the “Funding Agreement”) to address (1) the design and construction of the Company Public Improvements, and (2) the payment and funding for the Company Public Improvements.

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

Section 1. Approval of Agreements. The Escrow Agreement and the Funding Agreement by and between the City and the Company, in substantially the form attached hereto as **Exhibit A** and **Exhibit B** incorporated herein by reference, are hereby approved and the Mayor is hereby authorized to execute the agreements on behalf of the City.

Section 2. Further Authority. The Mayor, City Manager, Finance Director and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

READ FOR THE FIRST TIME: February 26, 2019

READ FOR THE SECOND TIME AND PASSED:

Jeff Davis, Mayor

Approved this _____ day of February, 2019.

Jeff Davis, Mayor

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Approved as to form:

E. Sid Douglas III, Special Legal Counsel

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, Missouri, and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of February, 2019, and thereafter adopted as Ordinance No. 2019-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of February, 2019, after the second reading thereof by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of City of Belton, Missouri

EXHIBIT A
TO ORDINANCE NO. _____

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement”), dated February 26, 2019 (“Effective Date”), by and among **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (“City”), **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (“NorthPoint”), and Chicago Title Insurance Company (hereinafter referred to as “Escrow Agent”).

RECITALS:

A. City and NorthPoint are parties to that certain Development and Performance Agreement dated as of June 12, 2018 (the “Development Agreement”), pursuant to which, among other rights and obligations, NorthPoint agreed to complete construction of certain “Company Public Improvements” (as defined in the Development Agreement) in connection with the Projects and Project Site(s) (as defined in the Development Agreement and, with respect to the Project Site(s), as legally described in Exhibit A attached hereto).

B. Construction of the Company Public Improvements includes, but is not limited to, “*Modifications to the Outer Road, including, at a minimum, base repairs, pavement improvements to accommodate commercial truck traffic, curb and gutter, and geometric improvements/turn lanes at the intersection of the Outer Road and the new interior road; Construction of storm sewer along the Outer Road;*” (the “Phase I Work”).

C. Construction of the Company Public Improvements includes, but is not limited to, “*Construction and extension of the Outer Road to 162nd Street and geometric improvements at the intersection of the Outer Road and 162nd Street; Construction of storm sewer along the Outer Road [to 162nd Street];*” (the “Phase II Work”).

D. The area/location in which the Phase I Work and the Phase II Work is to occur is generally depicted on Exhibit B attached hereto.

E. Subsequent to and not as part of the Development Agreement, City and NorthPoint agreed that additional expansion, improvement and modification of the Outer Road from 162nd Street south to 163rd Street, including all necessary design, engineering, right-of-way acquisition, permitting, environmental work and construction associated therewith, will benefit the City, Northpoint and the Projects (the “Phase III Work”).

F. The area/location in which the Phase III Work is to occur is generally depicted on Exhibit B attached hereto.

G. The Phase I Work, Phase II Work and Phase III Work shall, collectively, be known as the “Outer Road Work”.

H. The City and the Missouri Department of Transportation (“MoDOT”) have entered into that certain Cost Share Agreement dated _____ (“Cost Share Agreement”), whereby MoDOT has agreed, subject to the terms and conditions of the Cost Share Agreement, to reimburse eligible project costs associated with Phases I and III of the Outer Road Work in an amount not to exceed \$976,817.00 (\$730,859.00 available in Missouri state fiscal year 2020 and \$245,958.00 available in Missouri state fiscal year 2021) (“MoDOT Reimbursement Funds”).

I. With respect to the design, engineering and right-of-way acquisition portions of the Outer Road Work (the “Initial Outer Road Project Costs”), City and NorthPoint hereby agree as follows.

AGREEMENT:

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are hereby incorporated in, and made a part of, this Agreement.

2. Within five (5) Business Days of the Effective Date hereof, NorthPoint shall deliver to the Escrow Agent \$240,000.00 (the “Escrowed Project Funds”) to be held in an interest-bearing escrow account established with the Escrow Agent for the sole purpose of funding NorthPoint approved Initial Outer Road Project Costs in the following manner.

(a) The Escrowed Project Funds shall be periodically released to City as follows: (i) City shall submit, in writing, a request for payment for Initial Outer Road Project Costs to both NorthPoint and Escrow Agent detailing and itemizing the specific amount requested (each a “Payment Request” and collectively “Payment Requests”); (ii) included with each Payment Request, City shall provide a written statement/affirmation that the costs included in the Payment Request are eligible for reimbursement from the MoDOT Reimbursement Funds; (iii) within five (5) Business Days (the term Business Day is defined below) of receipt of the Payment Request, NorthPoint shall, in writing to both the City and Escrow Agent, either approve or deny the Payment Request; (iv) in the event that NorthPoint approves the Payment Request, Escrow Agent shall immediately disburse the amount of the Payment Request to City from the Escrowed Project Funds; and (v) in the event that NorthPoint denies approval of the Payment Request or takes no action with respect to the Payment Request within the aforementioned five (5) Business Day period, the Payment Request shall be deemed denied and no funds will be advanced to the City by the Escrow Agent (*City may re-submit the Payment*

Request as applicable). NorthPoint may deny a Payment Request if the costs shown as incurred do not relate to the Initial Outer Road Project Costs and the parties approved budget for such costs. Notwithstanding anything to the contrary in this Agreement, in no event shall the Payments Requests and the disbursement thereof exceed the amount of the Escrowed Project Funds.

(b) In the event there are any Escrowed Project Funds remaining after the design, engineering and right-of-way acquisition, such funds shall be applied to NorthPoint's contribution for the Phase I and Phase III construction costs.

The term "Business Day" shall mean any day other than a Saturday or Sunday or legal holiday or a day on which banks located in Kansas City, Missouri are required or authorized by law to remain closed or a day on which the payment system of the Federal Reserve is not operational.

3. Escrow Agent is willing to perform its escrow duties under this Agreement, subject to the terms of this Agreement, and subject to receipt of the Escrowed Project Funds from NorthPoint, and City and NorthPoint acknowledge that these duties are purely ministerial in nature.

4. Escrow Agent may rely and shall be protected in acting or refraining from acting upon written notice, statement, instruction or request furnished to it under this Agreement and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall be under no duty to make any inquiry as to the form, genuineness, proper execution, or accuracy of the said distribution notice, statement, instruction, or request.

5. Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it in good faith and in accordance with the opinion of its counsel.

6. If conflicting demands are made or notices are served upon the Escrow Agent with respect to this Agreement, Escrow Agent shall refuse to comply with the claims or demands and cease all further proceedings in the performance of this Agreement so long as the disagreement shall continue. In so doing, the Escrow Agent shall not be liable for damages or injuries to City, NorthPoint or any other person for its failure to comply with the conflicting or adverse demands or notices. Escrow Agent shall continue to refrain or refuse to act until (i) the rights of the adverse claimants have been finally adjudicated in a court assuming jurisdiction of the parties and the Escrowed Project Funds, or (ii) all differences have been adjusted by mutual agreement of the parties and the Escrow Agent shall have been notified of the agreement by a writing signed City and NorthPoint. In the alternative, Escrow Agent may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purposes of having the respective rights of the claimants adjudicated and may deliver to the court the Escrowed Project Funds. Under these circumstances, the Escrow Agent will include in its

petition for declaratory judgment a request for the assessment and allocation of the costs of the interpleader as between the City and NorthPoint. Both Parties agree to abide by the courts determination in this matter and to promptly reimburse Escrow Agent for the costs and expenses as directed.

7. If the Escrowed Project Funds is at any time attached, garnished, or levied upon under any court order or if the payment or delivery of the Escrowed Project Funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting the Escrowed Project Funds, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with the order, writ, judgment or decree. Escrow Agent shall not be liable to any of the parties or to any other person, firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of City, NorthPoint and Escrow Agent. This Agreement cannot be amended in any manner except upon the written consent of all the parties hereto.

9. This Agreement may be signed in counterparts.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF BELTON,
a constitutional charter city
organized and existing under
the laws of the State of Missouri:

By: _____
Jeff Davis, Mayor

NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company:

By: _____
Nathaniel Hagedorn, Manager

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBT A

PROJECT SITE(S)

Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Benton, Cass County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.88 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.84 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,556.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwesterly on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 83.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

EXHIBT B

**PHASE I WORK, PHASE II WORK & PHASE III WORK
(DEPICTION – SEE NEXT PAGE)**



Exhibit II-1 Phase 1 Improvements



EXHIBIT B
TO ORDINANCE NO. _____

FUNDING AGREEMENT

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (“Agreement”), dated February 26, 2019 (“Effective Date”), by and between **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (“City”) and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (“NorthPoint”).

RECITALS:

A. City and NorthPoint are parties to that certain Development and Performance Agreement dated as of June 12, 2018 (the “Development Agreement”), pursuant to which, among other rights and obligations, NorthPoint agreed to complete construction of certain “Company Public Improvements” (as defined in the Development Agreement) in connection with the “Projects” and “Project Site(s)” (as defined in the Development Agreement and, with respect to the Project Site(s), as legally described in Exhibit A attached hereto).

B. Construction of the Company Public Improvements includes, but is not limited to, *“Modifications to the Outer Road, including, at a minimum, base repairs, pavement improvements to accommodate commercial truck traffic, curb and gutter, and geometric improvements/turn lanes at the intersection of the Outer Road and the new interior road; Construction of storm sewer along the Outer Road;”* (the “Phase I Work”).

C. Construction of the Company Public Improvements includes, but is not limited to, *“Construction and extension of the Outer Road to 162nd Street and geometric improvements at the intersection of the Outer Road and 162nd Street; Construction of storm sewer along the Outer Road [to 162nd Street];”* (the “Phase II Work”).

D. The area/location in which the Phase I Work and the Phase II Work is to occur is generally depicted on Exhibit B attached hereto.

E. Subsequent to, and separate from, the Development Agreement, City and NorthPoint agreed that additional expansion, improvement and modification of the Outer Road from 162nd Street south to 163rd Street, including all necessary design, engineering, right-of-way acquisition, permitting, environmental work and construction associated therewith, will benefit the City, Northpoint and the Projects (the “Phase III Work”).

F. The area/location in which the Phase III Work is to occur is generally depicted on Exhibit B attached hereto.

G. The Phase I Work and Phase III Work (the “Outer Road Work”) shall be conducted by the City in accordance with all applicable prevailing wage laws (as noted in

Section 6.08 of the Development Agreement) and shall be the joint financial responsibility of the City and NorthPoint.

H. The Phase II Work shall be conducted by NorthPoint and shall be the sole financial responsibility of NorthPoint.

I. The City and the Missouri Department of Transportation (“MoDOT”) have entered into that certain Cost Share Agreement dated _____ (“Cost Share Agreement”), whereby MoDOT has agreed, subject to the terms and conditions of the Cost Share Agreement, to reimburse eligible project costs associated with the Phases I and III of the Outer Road Work in an amount not to exceed \$976,817.00 (\$730,859.00 available in Missouri state fiscal year 2020 and \$245,958.00 available in Missouri state fiscal year 2021) (“MoDOT Reimbursement Funds”).

J. The City, NorthPoint and Chicago Title Insurance Company have entered into a separate Escrow Agreement dated February 26, 2019 (“Escrow Agreement”) whereby NorthPoint deposited \$240,000.00 (the “Escrowed Project Funds”) into an escrow account with Chicago Title Insurance Company for utilization by the City (subject to the terms and conditions of the Escrow Agreement) in connection with the costs for the design, engineering, and right-of-way acquisition for the Outer Road Work (the “Outer Road Project Pre-Construction Costs”).

K. The Outer Road Work shall be more thoroughly described once pre-construction design and engineering plans are approved by the City and NorthPoint (the “Approved Plans”).

L. With respect to funding the construction portions of the Outer Road Work, the City and NorthPoint hereby agree as follows:

AGREEMENT:

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS:** The above Recitals are hereby incorporated in, and made a part of, this Agreement.

2. **OUTER ROAD WORK (FUNDING):** The Outer Road Work shall be funded as follows:

(a) In addition to the Escrowed Project Funds contributed by NorthPoint (via the Escrow Agreement) for the Outer Road Project Pre-Construction Costs, NorthPoint shall contribute up to an additional maximum amount of \$747,880.00 to fund the construction costs for the Outer Road Work (“Outer Road Project Construction Costs”) to be completed in accordance with the Approved Plans. The

total amount of the Escrowed Project Funds and the Outer Road Project Construction Costs is \$987,880.00 (“NorthPoint Contributed Outer Road Project Costs”). The NorthPoint Contributed Outer Road Project Costs shall be the total maximum amount contributed by NorthPoint for the Outer Road Work unless additional contribution amounts are agreed to in writing by NorthPoint.

(b) The Outer Road Project Construction Costs shall be payable to the City as follows: (i) City shall submit, in writing to NorthPoint, invoices in connection with the Outer Road Work detailing and itemizing the specific amount requested and the work conducted, including pay applications and certifications from the project contractor and engineer and also including lien waivers from the general contractor and each subcontractor (each a “Payment Request” and collectively “Payment Requests”); (ii) included with each Payment Request, the City shall provide a written statement/affirmation that the costs included in the Payment Request are eligible for reimbursement from the MoDOT Reimbursement Funds and the subject work is approved via the Approved Plans; (iii) within five (5) Business Days (the term Business Day is defined below) of receipt of the Payment Request, NorthPoint shall, in writing to the City, either approve or deny the Payment Request;; (iv) in the event that NorthPoint approves the Payment Request, NorthPoint shall promptly disburse the amount of the Payment Request to City in a method and manner mutually acceptable to the City and NorthPoint; and (v) in the event that NorthPoint denies approval of the Payment Request or takes no action with respect to the Payment Request within the aforementioned five (5) Business Day period (in which case the Payment Request shall be deemed denied and no funds will be advanced to the City), the City may re-submit the Payment Request as applicable. NorthPoint may deny a Payment Request if the costs shown as incurred do not relate to the Outer Road Work and the parties approved budget for such costs. Notwithstanding anything to the contrary in this Agreement, in no event shall the Payments Requests and the disbursement thereof exceed the amount of the Outer Road Project Construction Costs as set forth above.

(c) In the event that costs for the Outer Road Work exceed the NorthPoint Contributed Outer Road Project Costs, the City shall submit, in writing to NorthPoint for NorthPoint’s approval, invoices in connection with the Outer Road Work detailing and itemizing the work conducted, including pay applications and certifications from the project contractor and engineer and lien waivers from the general contractor and each subcontractor, along with written confirmation that the subject work is approved via the Approved Plans, and said costs shall be the sole responsibility of the City and shall be paid by the City. Any MoDOT Reimbursement Funds shall belong to the City and Northpoint shall have no rights in or to such funds.

(d) In the event that costs for the Outer Road Work exceed the NorthPoint Contributed Outer Road Project Costs and the funds available from the MoDOT Reimbursement Funds (i.e. \$1,964,697), the City shall submit, in writing to NorthPoint for NorthPoint’s approval, invoices in connection with the Outer Road Work detailing and itemizing the work conducted, including pay applications and certifications from the project contractor and engineer and lien waivers from the

general contractor and each subcontractor, along with written confirmation that the subject work is approved via the Approved Plans, and said costs shall be the sole responsibility of the City in an amount not to exceed \$50,000.00 (“Excess Cost – City Responsibility”).

(e) In the event that costs for the Outer Road Work exceed the NorthPoint Contributed Outer Road Project Costs, the MoDOT Reimbursement Funds, and the Excess Cost – City Responsibility, and as long as the subject work is approved via the Approved Plans, said costs shall be split evenly in a method and manner as shall be determined by the City and NorthPoint in good faith.

(f) The City and NorthPoint shall conduct a monthly reconciliation of the Outer Road Project Construction Costs, in a manner acceptable to both parties.

The term “Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which banks located in Kansas City, Missouri are required or authorized by law to remain closed or a day on which the payment system of the Federal Reserve is not operational.

3. **TERM:** This Agreement shall expire upon completion of the Outer Road Work as memorialized by the issuance of a certificate of substantial completion to be delivered to City and NorthPoint by the contractor selected by the City to complete the Outer Road Work.

4. **AUTHORIZATION:** City and NorthPoint each represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with a duly adopted resolution, ordinance or other applicable document of said entity authorizing and consenting to this Agreement and resolving that this Agreement is binding upon said entity in accordance with its terms.

5. **SUCCESSORS OR ASSIGNS:** All terms, conditions, covenants, and agreements of this Agreement shall extend to and be binding upon City, NorthPoint, and their respective successors and assigns.

6. **NOTICES:** Any notices required in accordance with any of the provisions herein, or desired to be given hereunder, shall be delivered by express or overnight courier, or by certified mail, return receipt requested, and addressed to the address of City or NorthPoint as provided below, or at such other place as City or NorthPoint may direct, from time to time, in writing. Notices shall be deemed given (a) when delivered, if delivered personally or by express or overnight courier, (b) two (2) Business Days after attempted delivery if delivery is refused or incapable of being made, or (c) upon receipt or rejection if sent by certified mail as set forth above.

CITY: City of Belton
506 Main Street
Belton, Missouri 64102

Attn: City Manager

With a copy to: City of Belton
506 Main Street
Belton, Missouri 64102
Attn: City Attorney

With a copy to: Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attn: Sid Douglas

NORTHPOINT: NorthPoint Development
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Attn: Brent Miles

With a copy to: Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attn: Scott Seitter

7. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Missouri.

8. **WAIVER:** The waiver by City or NorthPoint of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

9. **LEGAL EXPENSES:** If either party is required to bring or maintain any action, or otherwise refers this Agreement to an attorney for the enforcement of any of the covenants, terms, or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other, all the costs incurred by the prevailing party at and in preparation for arbitration, trial, appeal, review, and proceedings including, but not limited to, such costs and reasonable attorneys' fees.

10. **COUNTERPARTS:** This Agreement may be signed in counterparts.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF BELTON,
a constitutional charter city
organized and existing under
the laws of the State of Missouri:

By: _____
Jeff Davis, Mayor

NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company:

By: _____
Nathaniel Hagedorn, Manager

EXHIBT A

PROJECT SITE(S)

Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.68 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.64 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,558.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwest on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 63.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

EXHIBT B

**PHASE I WORK, PHASE II WORK & PHASE III WORK
(DEPICTION – SEE NEXT PAGE)**



Exhibit II-1 Phase 1 Improvements



