



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 25, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Savage
- III. ROLL CALL
- IV. 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 July 11, 2017, City Council Regular Meeting.

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**B. Motion approving Resolution R2017-24:
A resolution approving reorganization of city staff.**

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**C. Motion approving Resolution R2017-25:
A resolution reappointing Keith Parks, Roger Shirk, and Wilma Darlington to the Zoning Board of Adjustments.**

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D. Motion approving the purchase of the Relay 5000 Folder/Inserter from Pitney Bowes through a cooperative purchasing contract between the State of Missouri and Pitney Bowes, in the amount of \$18,453.81 for the Finance Department.

Additionally, the City will purchase the standard equipment service agreement at an annual amount of \$1,965. This purchase is within the FY2018 budget.

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E. Motion approving the purchase of replacement ballistic vests for the Police Department.

This purchase is within budget

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- F. **Motion approving the purchase of external vest carriers for ballistic vests for the Police Department.**

This purchase is within budget

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V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-72:
An ordinance amending Chapter 26 – Parking, Loading and Access, Section 26-5 – Residential Driveways, paragraph (9) of the Unified Development Code to consolidate and revise the regulations on residential driveways.
- B. Motion approving final reading of Bill No. 2017-73:
An ordinance authorizing the City of Belton, Missouri through its municipal court to approve the master services agreement with DocuSign, Inc. to purchase a secured data document transmittal and signing software program.
- C. Motion approving both readings of Bill No. 2017-74:
An ordinance authorizing the City of Belton, Missouri through its Fire Department to purchase an annual subscription with Emergency Services Marketing Corporation, Inc., D/B/A IAMResponding.com to provide messaging and a secondary means of alarm notification for the Fire Department.

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- D. Motion approving first reading of Bill No. 2017-75:
An ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a cooperative agreement with Superior Bowen Asphalt Company, LLC for the 2017 street preservation project/overlay finalized in June 2017.

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VII. RESOLUTIONS

- A. Motion approving Resolution R2017-26:
A resolution of the City of Belton, Missouri authorizing and approving Change Order #1 to the East Pacific Project for stormwater drainage improvements in the amount of \$115,786.20.

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- B. Motion approving Resolution R2017-27:
A resolution formally accepting the Belton Gateway lots 2, 3, and 4 new public infrastructure of 1504 feet of 8" water line, 34 feet of 6" water line, one 5'x4' curb inlet, and 190 feet of public street (turn lane) with an irrevocable letter of credit securing the two year maintenance guarantee through Great Southern Bank.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

A. Review of June 2017 Financial Report

XIII. Motion to enter Executive Session to discuss matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIV. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
JULY 11, 2017
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the public hearing to order at 7:02 P.M.

The public hearing was held to receive public input on the following text amendment to the Unified Development Code of the City of Belton – To increase the percentage of driveway area located in a cul-de-sac from 35% to 50%.

Jay Leipzig, Economic and Community Development Director, reported this item was part of the original text amendments brought before the council on May 23, 2017, but the Planning Commission wanted more discussion about it, so it wasn't presented in May.

The Zoning Board of Adjustments has had a number of variance requests regarding the percentage of driveway in a cul-de-sac. By making these changes, it gives staff flexibility. The change is also consistent with other cities.

Councilman Lathrop asked if a property is not in a cul-de-sac, is it possible for there to be more driveway? Mr. Leipzig said there is a small amount of flexibility in the code, but typically this is not possible.

Being no additional public input, the public hearing was declared closed at 7:06 P.M.

Mayor Davis called the regular meeting to order at 7:06 P.M.

Councilman Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, and Dean VanWinkle; Absent: Councilman Chet Trutzel. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Councilman Savage moved to approve the minutes of the June 27, 2017, City Council regular meeting. Councilman Peek seconded. All present voted in favor. Councilman Trutzel absent. Consent agenda approved.

PERSONAL APPEARANCES:

Kevin Wood and Cynthia Randazzo - Cass Community Health Foundation, 2316 E Meyer Blvd, KCMO – recognized the Citizens of Belton and the Fire and Police Departments for raising the most contributions of any city in Cass County at the 23rd annual 5K on May 6, 2017. The award is based on the population of the city. They also recognized the Belton emergency services department for their help with the 5K. 5

The Cass Community Health Foundation has a dental clinic in Belton at 3rd and Walnut. The majority of the children they see there are from Belton.

ORDINANCES:

Andrea Cunningham, Executive Secretary, read Bill No. 2017-72: **An ordinance amending Chapter 26 – Parking, Loading and Access, Section 26-5 – Residential Driveways, paragraph (9) of the Unified Development Code to consolidate and revise the regulations on residential driveways.** Presented by Councilman Fletcher, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

Ms. Cunningham read Bill No. 2017-73: **An ordinance authorizing the City of Belton, Missouri through its municipal court to approve the master services agreement with DocuSign, Inc. to purchase a secured data document transmittal and signing software program.** Presented by Councilman Finn, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

RESOLUTIONS:

Ms. Cunningham read Resolution R2017-23: **A resolution approving Task Agreement 2017-4 with Trekk Design Group under the on-call engineering agreement per Ordinance 2016-4190 to perform an evaluation and engineering design for the intersection at 58 Highway and Y Highway in a not-to-exceed amount of \$93,238.00.** Presented by Councilman Newell, seconded by Councilman Savage. Councilman Lathrop asked why the state is not doing this since it's a state highway. Michael Doi, Public Works Director, said the City is responsible for a certain portion of Y Highway through Markey Parkway. The City is receiving funds from the Transportation Development District (TDD) for this work. The Mayor added this area falls within the boundary of the TDD. This is one of the highest accident areas in the City. Mr. Doi said they're looking at the lanes at Y Highway and Cedar. Possibly adding a second straight-through land along Y Highway. James Person, Police Chief, said the state has already improved the intersection once. Mr. Doi said the funding is coming from the TDD and STP funds. The total is around \$410,000. This includes engineering costs and work. Vote on the resolution was recorded with all present voting in favor. Councilman Trutzel absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek reported the Park Department is hosting Dash for the Dog Park, 5K/10K and Dog Fun Run, September 23, 2017. Everyone is encouraged to participate.

There is a new Facebook Page/Twitter/Instagram for [Enjoy Belton](#). It's all about things to do, places to eat, etc. in Belton. It is a cooperative site with the City, Park Department, and Chamber of Commerce.

MAYOR'S COMMUNICATIONS:

The land sale with Kuecker Logistics was completed on July 7. They are in the process of working with an architect to develop the 5 acres.

At a future work session, the Mayor would like to discuss fireworks and block parties. Police Chief Person said the departments involved in closing streets for parties have a meeting coming up. Every year we get lots of complaints about fireworks. If we're going to do something about it then we need to just do it.

CITY MANAGER'S REPORT:

Police Chief Person said National Night is always the 1st Tuesday in August. We've participated for quite a few years, but everyone knows this time of the year in Missouri is miserably hot. Attendance has dropped at the events. The last few years we've partnered with Belton Cares, the Belton school district, and the Fall Festival. This has worked out better. We're planning events in the late summer, early fall. We'll keep you posted.


Don Tyler and Rex Olinger from the Water Services Division shared a PowerPoint of the Waste Water Treatment Plant expansion project. It began about 1 ½ years ago and is now complete. It was an \$11 million project. There is now a compost site. Staff has submitted for a grant for bagging operations for residents. Mayor Davis asked if it's still in a flood area. Mr. Tyler said no, structures are no longer in a flood area. There will be an open house July 26, 11 A.M.-1 P.M. lunch for employees; 4-8 P.M. open to the public for tours. The facility is located at 21200 S Mullen Rd, Belton.

Mayor Davis asked if the grass that people put down the storm drain goes to this facility. Mr. Olinger said, no, it goes into the storm water system. Alexa Barton, City Manager, said the storm water and waste water go to different areas.

Ms. Barton said the Midwest Public Risk Conference is September 6-8, 2017. Please let her know if you're planning to attend.

At 7:44 P.M., Councilman Finn moved to enter Executive Session to discuss matters pertaining to legal actions, according to Missouri Statute 610.021.1 and matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9, and that the record be closed. Councilman Peek seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Peek, Newell, Finn, Fletcher, Lathrop, Savage, and VanWinkle; Noes: None; Absent: 1, Councilman Trutzel.

The Council returned from Executive Session at 8:19 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Peek seconded. All present voted in favor. Councilman Trutzel absent. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

SECTION IV

B

R2017-24

A RESOLUTION APPROVING REORGANIZATION OF CITY STAFF.

WHEREAS, the City, like any entity, works to improve operational efficiency by adapting the organization to function in the new realities of the 21st century – especially for and within the City of Belton, which is one of the fastest growing communities in Missouri; and

WHEREAS, current staff are overloaded and need additional help to better serve the needs of our constituents; and the City has the opportunity, via attrition, to make improvements through reorganization without negatively impacting any current employees; and

WHEREAS, the proposed reorganization separates the functions of “Economic Development and Strategic Planning”, and “Community Development” (renamed: “Planning and Building”) into two (2) separate departments to better focus on the needs within the City of Belton and provide an opportunity to strategically plan and develop our flourishing community; and

WHEREAS, staff recommends approving the reorganization, with no increase to the 2018 budget.

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

SECTION 1. That this resolution approving the reorganization of Departments within the city of Belton to include renaming “Community Development” to “Planning and Building”, which separates the function of “Economic Development” that will now be titled “Economic Development and Strategic Planning.”

SECTION 2. The reporting depicted in the proposed structure chart (attached) shall be incorporated into all affected position descriptions.

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

Duly read and passed this 25th day of July, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

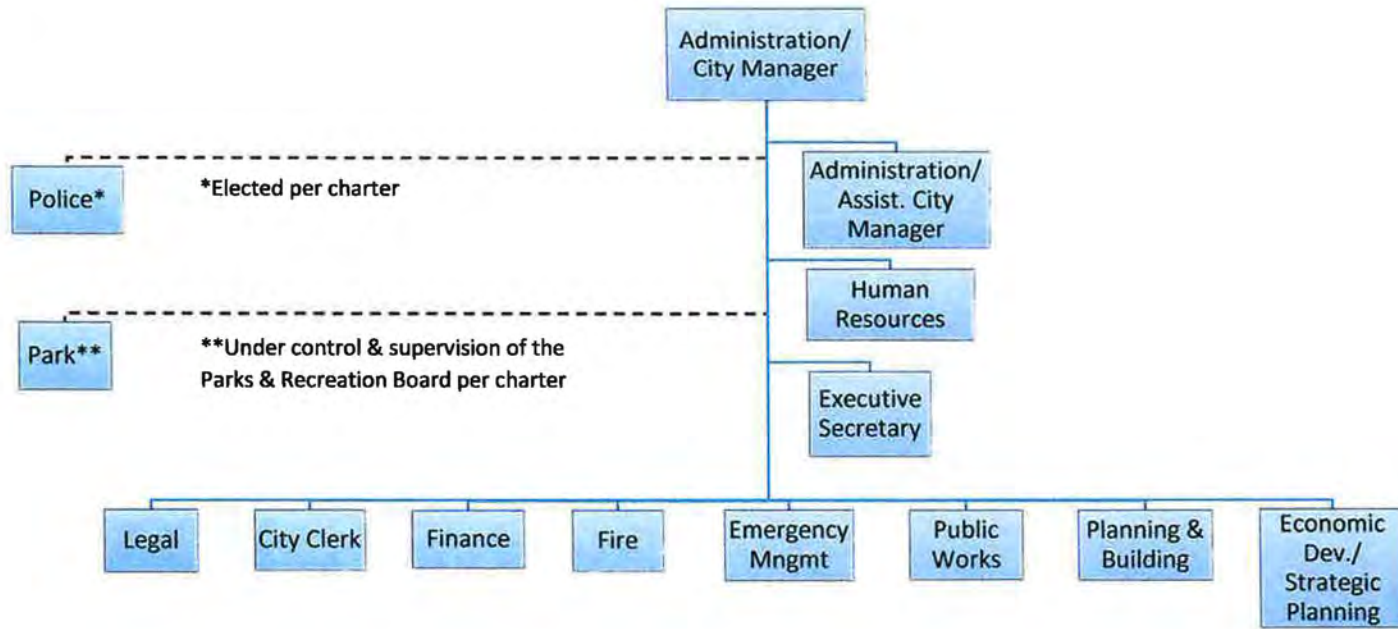
I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25th day of July, 2017, and adopted at a regular meeting of the City Council held the 25th day of July, 2017 by the following vote, to-wit:

AYES: COUNCILMEN:

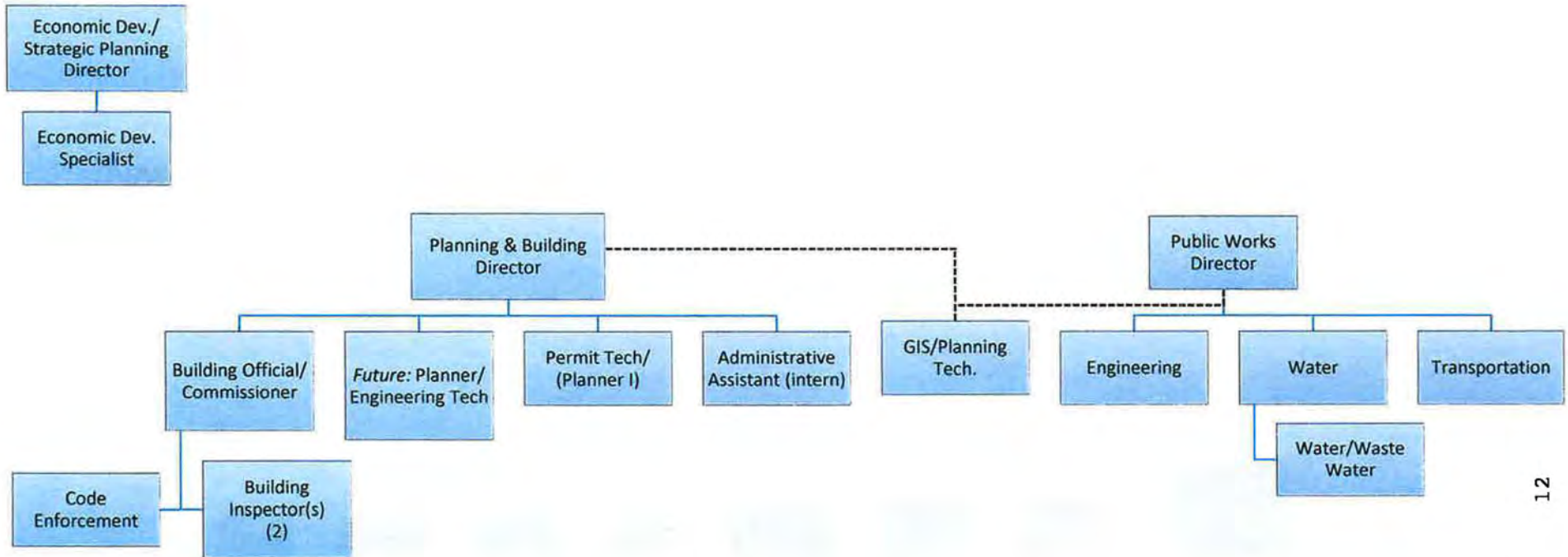
NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



7/19/2017



SECTION IV

C

R2017-25

A RESOLUTION REAPPOINTING KEITH PARKS, ROGER SHIRK, AND WILMA DARLINGTON TO THE ZONING BOARD OF ADJUSTMENTS.

WHEREAS, Section 89.080, RSMo., as amended, provides for the appointment of up to five (5) members of the Zoning Board of Adjustments, and up to three (3) alternate members of said Zoning Board of Adjustments by the City Council; and

WHEREAS, Keith Parks' term expires July 30, 2017; he is hereby reappointed to serve as a member of the Zoning Board of Adjustments until July 30, 2022; and

WHEREAS, J.W. Brown resigned his position on the Zoning Board of Adjustments effective May 22, 2017 and his term had expired; and

WHEREAS, Roger Shirk served as an alternate and is hereby appointed to serve as a member of the Zoning Board of Adjustments until July 30, 2021; and

WHEREAS, Joan Boyd resigned her position on the Zoning Board of Adjustments and Wilma Darlington served as an alternate and is hereby appointed to serve as a member of the Zoning Board of Adjustments to fulfill Joan Boyd's unexpired term until July 30, 2018; and

WHEREAS, the Zoning Board of Adjustments has three (3) alternate terms which expire on July 30, 2017; these terms are reappointed until July 30, 2022, but will remain vacant until filled.

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

SECTION 1. That the following named individuals constitute the Belton Zoning Board of Adjustments with terms of office as shown:

<u>Name</u>	<u>Expiration of Term</u>
Wilma Darlington	July 30, 2018
Connie Hubbard	July 30, 2019
Phil Trued	July 30, 2020
Roger Shirk	July 30, 2021
Keith Parks	July 30, 2022
<u>Alternates</u>	<u>Expiration of Term</u>
Vacant	July 30, 2022
Vacant	July 30, 2022
Vacant	July 30, 2022

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

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

Duly read and passed this 25th day of July, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 25th day of July, 2017, and adopted at a regular meeting of the City Council held the 25th day of July, 2017 by the following vote, to wit:

AYES: COUNCILMEN:

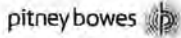
NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION IV

D



Purchase Agreement/Equipment and Software Maintenance Agreement

Agreement Number													

Your Business Information

Full Legal Name of Client / DBA Name of Client		Tax ID # (FEIN/TIN)	
CITY OF BELTON		446000137	
Sold-To: Address			
506 MAIN ST , BELTON, MO, 64012-2514, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Ryan Countryman	(816) 892-1278	0012746176	
Bill-To: Address			
506 MAIN ST , BELTON, MO, 64012-2514, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Ryan Countryman	(816) 892-1278	0012746176	rcountryman@belton.org
Ship-To: Address			
506 MAIN ST , BELTON, MO, 64012-2514, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Ryan Countryman	(816) 892-1278	0012746176	
PO #			

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	RELAY5000	Relay 5000 Inserting System	PURCHASE	\$ 0.00
2	F780183	F780183 - Sheet/Flat envelope Tray	PURCHASE	\$ 248.46
2	F780184	F780184 - Insert Tray	PURCHASE	\$ 248.46
1	F790042-01	Power Cord	PURCHASE	\$ 0.00
1	F790700-01	F790700-01 - US Relay Localization Kit	PURCHASE	\$ 0.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 5000 Inserting System)	SLA	\$ 1,965.00
1	TI50	TI50 - Relay 5000 Inserting System	PURCHASE	\$ 16,552.89
1	TIVP	TIVP - Vertical Power Stackers	PURCHASE	\$ 1,404.00

Purchase Total**	\$ 18,453.81
Monthly Total**	\$ 0.00
Annual Total**	\$ 1,965.00

****Plus applicable taxes which will be applied at the time of billing.**

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
N/A	N/A	Equipment Maintenance	\$ 1,965.00

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

***Plus applicable taxes which will be applied at the time of billing.*

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states. The terms and conditions of this contract will govern this transaction.

WSCA/NASPO ADSP011-00000411-7; C112169001
 State/Entity's Contract #

 Client Signature

 Print Name

 Title

 Date

 Cell Address

Sales Information

Shelley Derosa	shelley.derosa@pb.com
Account Rep Name	Email Address

REVISED 7/2/12
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT

Pitney Bowes, Inc
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State")

Page 1 of 5

1. Scope: This addendum covers the WSCA/NASPO Mail Room Equipment, Services and Support contract lead by the State of Arizona for use by state agencies and other entities located in the Participating state authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State/Contractor Modifications or Additions to Master Price Agreement:

- **The purchase of mailroom furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.**
- **Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and the contractor.**
- **All purchasing entities requiring the use of a postage meter will comply with all United State Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor.**

4. Lease Agreements:

- **The State of Missouri's state agencies shall not utilize the "Terms Rental (Installment Purchase) - Option A.**
- **The State of Missouri's state agencies may utilize the "State & Local Rental - Option B," and the "State & Local Fair Market Value Lease - Option C," of the Master Agreement ADSP011-00000411-7.**

REVISED 7/2/12
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT
 Pitney Bowes, Inc
 ADSPO11-00000411-7
 (hereinafter "Contractor")

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- **Political Subdivisions within the State of Missouri are eligible to utilize the "Terms Rental (Installment Purchase) – Option A," the "State & Local Rental – Option B," and the "State & Local Fair Market Value Lease – Option C," of the Master Agreement ADSPO11-00000411-7.**
 - **The State of Missouri contract C112169001 shall include maintenance, postage meter rentals, and outright purchase of equipment and supplies at the pricing identified in the contract. The State of Missouri state agencies may at its discretion utilize State and Local Rental – Option B and State and Local Fair Market Value Lease – Option C.**
5. **Primary Contacts:** The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Terri Johnson, Strategic Contracts Team Lead
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	Terri.Johnson@azdoa.gov

Contractor – Contract Terms and Conditions

Name	Arthur E. Adams, Jr., Director State and Local Contracts
Address	1 Elmcroft Rd, Stamford, CT 06926
Telephone	203-351-7866
Fax	203-460-3827
E-mail	art.adams@pb.com

Contractor – Local Strategic Government Account Manager

Name	Francie Coffey
Address	Pitney Bowes, Inc., 33224 Teakwood Ln., Suite 120, Edmond, OK 73013
Cell Phone	213-256-1917

REVISED 7/2/12
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
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MASTER PRICE AGREEMENT

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ADSP011-00000411-7
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And

State of Missouri
(hereinafter "Participating State")

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Office Phone	405-341-3279
Fax	203-460-9181
E-mail	francie.coffeey@pb.com

Participating Entity: The State of Missouri, Division of Purchasing and Materials Management

Name	Tammy Michel
Address	P.O. Box 809, Jefferson City, Missouri 65102
Telephone	573-751-3114
Fax	573-526-9816
E-mail	tammy.michel@oa.mo.gov

6. Subcontractors:

All Pitney Bowes dealers and resellers authorized in the State of Missouri, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Pitney Bowes dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: C112169001 and the Lead State price agreement number: ADSP011-00000411-7.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering

REVISED 7/2/12
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Pitney Bowes, Inc
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State")

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entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Price Agreement number ADSP011-00000411-7 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

REVISED 7/2/12
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT
 Pitney Bowes, Inc
 ADSPO11-00000411-7
 (hereinafter "Contractor")

And

State of Missouri
 (hereinafter "Participating State")

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name:	Name: Arthur E. Adams, Jr.
Title:	Title: Director, State and Local Contracts
Date:	Date: 7/24/2012

[Additional signatures as required by Participating State]



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: C112169001
TITLE: Mailing Room Equipment, Supplies and Maintenance
ISSUE DATE: 7/23/12

REQ NO.: N/A
BUYER: Tammy Michel
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

TO: Pitney Bowes, Inc.
One Elmcroft
Stamford, CT 06926

RETURN AMENDMENT BY NO LATER THAN: 07/30/12 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	tammy.michel@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies throughout the
State of Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Pitney Bowes Inc.		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Pitney Bowes Inc.	
MAILING ADDRESS One Elmcroft Road		IRS FORM 1099-NEC Mailing Address One Elmcroft Road	
CITY, STATE, ZIP CODE Stamford, CT 06926-0700		CITY, STATE, ZIP CODE Stamford, CT 06926-0700	
CONTACT PERSON Francie Coffey		EMAIL ADDRESS Francie.coffey@pb.com	
PHONE NUMBER 203-256-1917		FAX NUMBER 203-460-9181	
TAXPAYER ID NUMBER (TIN) 06-0195050	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 0604950500V
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 7/24/2012	
PRINTED NAME Arthur E. Adams Jr.		TITLE Director, State and Local Contracts	

AMENDMENT #001 TO CONTRACT C112169001

CONTRACT TITLE: MAILING ROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

CONTRACT PERIOD: FEBRUARY 2, 2012 THROUGH OCTOBER 12, 2013

The State of Missouri hereby amends the subject contract as follows:

SUBSTITUTE the following for the paragraph and bullet point on page 2 of the original contract C112169001:

Currently states:

“The contractor shall understand and agree the following provisions are unacceptable and are hereby modified as follows .

- The purchase of mail room furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.”

Change to:

“The contractor shall understand and agree the following additional provisions shall apply:

- In general the purchase of mailroom furniture is unacceptable and only allowed when the state agency has obtained a waiver from Missouri Vocational Enterprises.

Add:

- The State of Missouri’s state agencies shall not utilize the “Term Rental (Installment Purchase) – Option A

Furthermore, “Attachment B” shall be modified and replaced with the attached “Attachment B dated 7/10/12.”

All other terms, conditions, and prices of the original contract shall remain the same and apply hereto.

The contractor shall sign this document and promptly return it to the Division of Purchasing and Materials Management.

SUMMARY OF LEASING/RENTAL PROGRAMS – STATE OF MISSOURI

Pitney Bowes Global Financial Services LLC offers a variety of equipment leasing and rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you.

In accordance with the Participating Addendum, the lease to purchase agreement herein defined as "Option A" has not been approved for use by agencies, facilities and departments of the State. The State and Local Rental Agreement herein defined as "Option B" and the State & Local Fair Market Value Lease agreement herein defined as "Option C", have been approved for use by agencies, facilities and departments of the State. The lease to purchase agreement "Option A", the State and Local Rental Agreement "Option B" and the State and Local Fair Market Value Lease agreement "Option C" may be offered to political subdivisions of the State where their regulations permit.

WSCA/NASPO TERM RENTAL (INSTALLMENT PURCHASE)-Option A

State agencies, facilities and departments; Non-profits and non-State or Local agencies cannot utilize this program

This program provides a 36, 48 or 60 Month Lease and is available only to city and county agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, you own the equipment (excluding meter). Sales Tax will be charged, if required under Your State Statute.

WSCA/NASPO FMV Rental - Option B

This program provides you with 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. ***This Fair Market Rental Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSPO11-00000411-7 to Pitney Bowes Inc.*** Sales Tax will be charged, if required under Your State Statute.

WSCA/NASPO FAIR MARKET VALUE LEASE - Option C

This program provides you with a 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value, or you can continue leasing the equipment based on its Fair Market Value, or return the equipment. Sales Tax will be charged, if required under Your State Statute.

Example of lease payments based on a \$10,000.00 equipment price:

MONTHLY LEASE RATES			
Term	Option A	Option B	Option C
36	.0323	.0377	.0342
48	.0252	.0309	.0277
60	.0210	.0270	.0237

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION			
Term	Option A	Option B	Option C
36	\$323.00	\$377.00	\$342.00
48	\$252.00	\$309.00	\$277.00
60	\$210.00	\$270.00	\$237.00

Rev 7-10-12

OPTION C -- WSCA/NASPO FAIR MARKET VALUE LEASE TERMS AND CONDITIONS: - MISSOURI

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Lease Terms and Conditions is as follows:

Monthly Billing:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0342
48	.0277
60	.0237

L1. DEFINITIONS

L1.1 The following terms mean:

"Agreement" - the Order, your State's Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Intellilink® Control Center or Meter, or any standalone software.

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"Equipment" - the equipment listed on the Order, excluding any Intellilink Control Center or Meter, and any standalone software.

"Initial Term" - the lease period listed on the Order

"Install Date" - the date the Equipment or other item is installed at your location.

"Intellilink Control Center" or "Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Lease" - the Order and this WSCA/NASPO FMV Lease Terms and Conditions.

"Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

"Master Agreement" - WSCA/NASPO Master Agreement ADSP011-00000411-7 Mail Room Equipment, Services and Support contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

"Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

"PBGFS" - Pitney Bowes Global Financial Services LLC.

"PBI" - Pitney Bowes Inc.

"Pitney Bowes" - PBGFS and its subsidiaries, and PBI.

"Postage Meter Rental Agreement" - an agreement governing the use and rental of an Intellilink Control Center or Meter you enter into with us.

"SLA" - the Service Level Agreement.

"SLMA" - a Software License and Maintenance Agreement you enter into with us

"SOW" - a Statement of Work you enter into with us.

"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"We," "Our," or "Us" - the Pitney Bowes company with whom you've entered into the Order.

"WSCA/NASPO" - Western States Contracting Alliance and the National Association of State Procurement Officials

"You," "Your," "Lessee," or "Customer" - the entity identified on the Order.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except expressly set forth in Sections L10 and L11 below. payment obligations are unconditional.

L2.3 If you do not pay the fees when due or you do not comply with Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Intellilink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys' fees.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your Intellilink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any Intellilink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- enter into a new lease with us;
- purchase the Equipment "as is, where is" for fair market value; or
- return the Equipment, Intellilink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, Intellilink Control Center and/or Meter, at our option you will either (i) properly pack them insure them for their full replacement value (unless you enrolled in the ValueMAX® program) and deliver

aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive month to month extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L8.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFs AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFs AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX[®] PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the Delivery Date by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) Unless you are a State agency, facility or department you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other

arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

L9.2 ValueMAX Program, applicable to all non-state entities

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Master Agreement - Non Appropriations

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 All applicable taxes required to be collected by us will be shown on the invoice.

L12.5 If there is a conflict between any of the terms and conditions in this Agreement, your State's Participating Addendum and the Master Agreement ADSPO11-0000411, this Agreement shall prevail.

L12.6 Any IntelliLink Control Center or Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L12.8 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

SECTION IV

E



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 25, 2017
ASSIGNED STAFF: James Person
DEPARTMENT: Police Department

Approvals

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

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" 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: Purchase of replacement ballistic vests.

PROPOSED CITY COUNCIL MOTION: Motion approving the purchase of Fourteen (14) GH Armor Systems GH Helix II ballistic vests and One (1) GH-Talon-3-N-1 stab resistant vest from GearZone Tactical in the amount of \$9,748.00.

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

The PD has 15 protective vests that are out-of-date and recommended for replacement.

IMPACT / ANALYSIS:

Quotes were received from three sources. We have applied for a reimbursement grant from the Department of Justice through the bullet proof vest program for 50%. These funds were budgeted in the FY 18 budget.

FINANCIAL IMPACT

Contractor:	GearZone Tactical
Amount of Request/Contract:	9,478.00
Amount Budgeted:	33,100.00
Funding Source:	8,928.00 PD 010-3800-400-4011
Additional Funds	\$500.00 Jail 010-3900-400-4011
Funding Source	
Encumbered:	\$
Funds Remaining:	\$24,172.00

TIMELINE	Start: Now	Finish:
-----------------	------------	---------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approved

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:

Memo – Lieutenant Travis George
 Quote – GearZone Tactical
 Grant Submission form



Belton Police Department

Memo

To: Chief Person
From: Lt. George
Date: 06-13-17
Re: Ballistic Vest Grant and Procurement

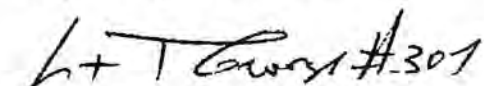
On 06-22-17, I submitted a grant to the United States Department of Justice for reimbursement of ballistic vests through the Bulletproof Vest Partnership program or BVP. Currently there are 14 ballistic vests and 1 stab vests that are in service in the police department that have passed their expiration date, which is set at 5 years from the date of manufacture. These 15 vests are replacement vests for current full time and reserve police officers, and one corrections officer. In completing the grant application you must acknowledge that the reimbursement program through BVP is for replacement vests only and not for newly hired employees. Upon completing the application process our total request was figured at \$9748.00 with \$24 added in for shipping and handling, bringing the grand total to \$9772.00. The maximum allowable reimbursement was quoted at \$4886.00 at the completion of the BVP application process. We have selected 14 GH Armor Systems GH Helix II ballistic vests and 1 GH-Talon-3-N-1 stab resistant vest. One ballistic vest was quoted at \$657, and the stab resistant vest was quoted at \$550. We selected Tracey Rinehart with Gear Zone Tactical to facilitate this replacement. Ms. Rinehart has participated in the BVP program in the past and recommends GH Armor Systems for the procurement of new ballistic vests. The GH Armor system vest is a reputable company with competitive pricing and quick turnaround in production. Tracey highly recommends GH as their customer service and attention to detail is remarkable. The GH vest is a compliant vest with the BVP program. GH Armor Systems has already provided sizing charts at our and Ms. Rinehart's request, and assisted in facilitating the measurements for the officers.

I recently sent an email to the DOJ requesting a turnaround time on the application approval. They responded and advised that application approval

would be the end of Aug 2017 at the earliest. If approved, the standard protocol for acquiring the replacement vests is to procure the funding up front and then receive the reimbursement (projected 50% or \$4886.00) on the back end.

Attached are estimates from Ms. Rinehart and 2 additional suppliers, Galls and Quartermaster. You will see that Ms. Rinehart is the most cost effective supplier of GH Armor Systems.

Respectfully Submitted,

A handwritten signature in black ink that reads "Lt. Travis A. George #301". The signature is written in a cursive, somewhat stylized font.

Lt. Travis A. George

Cc: Capt. Spears

GearZone Tactical
7901 E State Rt W
Freeman, MO 64746
Ph: 816-899-2347
Fax: 816-899-2342

DATE: 22-Jun-2017
QUOTATION REFERENCE NO.: 2574

QUOTE TO:
Lt Travis George
Belton PD
7001 E 163rd Street
Belton MO 64012
United States

SHIP TO:
=====
Lt George
Belton PD
7001 E 163rd Street
Belton MO 64012
United States

- =====
- Line Item: 13 GH-HELIX-II-M-2 GH Helix II Male Concealable Carriers & 5x8" Soft Trauma Plate \$657.00
 - Line Item: 1 GH-TALON-3-N-1 GH Armor Talon Non-Structured Concealable Carrier & [STP] 5x8" Soft Trauma Plate \$550.00
 - Line Item: 1 GH-HELIX-II-S-2 GH Helix II Female Concealable Carriers & 5x8" Soft Trauma Plate \$657.00

The shipping method is: Customer Pickup

=====
Product Total: \$9,748.00
Quote Total: \$9,748.00

This quote is based on the quantities and sizes requested. Amendments to this may result in a revised quote.

Shipping address, color and sizes to be confirmed prior to order placement.
Quote valid until supplier raises prices.

Best wishes
Tracy Rinehart
GearZone Tactical
1-816-899-2347 Tel
1-816-899-2342 Fax
www.gearzonetactical.com
Thank you for your RFQ from GearZone Products!

Serving customers for 50 years

Join our newsletter and never miss a deal SIGN UP

Need Help? Call 866.673.7643

Enter item # or keyword



Account Cart

CATEGORIES	BRANDS	PROFESSION	CLOTHING	FOOTWEAR	EQUIPMENT	MEDICAL	CLEARANCE
------------	--------	------------	----------	----------	-----------	---------	-----------

50 YEARS **FREE SHIPPING ON ORDERS OVER \$99 **** USE CODE GA51117

Equipment > Body Armor | Ballistic Protection > Concealable Armor > GH Armor Helix II Vest with 2 Orion Carriers

GH Armor Helix II Vest with 2 Orion Carriers

Item# BY402 / GH Armor

Read 1 Comment or Write a Review

Get *fast* advice from customers who own this.

Ask a question

- Certified to NIJ Standard-0101.06 for Ballistic Resistance
- Hybrid designs featuring Kevlar®, Spectra Shield® and Goldshield®
- Special threat tested against 9mm 127gr SXT +P+ RA9TA and 357 SIG 125gr GDHP

MSRP: ~~\$1,275.00 to \$1,525.00~~

\$894.99 to \$1,070.99

SELECT COLOR:



QTY

Galls restricts the sale of body armor and related products to public safety professionals, military, security officers. Appropriate documentation will be required. If shipping to Connecticut, you must ship to law enforcement agency address. Click [HERE](#) for more information.

Add to Cart +

Add to My List +

GH Armor Helix II Vest with 2 Orion Carriers

The GH Helix series delivers comfort and flexibility in a lightweight package. This hybrid design is constructed with Kevlar®, Spectra Shield® and Goldshield® for optimal ballistic protection. Special threat tested against 9mm 127gr SXT +P+ RA9TA and 357 SIG 125gr GDHP. Incorporates ProTect™ Internal ballistic desiccant for moisture management. A ballistic suspension allows proper panel alignment to prevent sagging and curling. Helix is the first and last choice when the requirement for comfort is absolute.

- Certified to NIJ Standard-0101.06 for Ballistic Resistance
- Hybrid designs featuring Kevlar®, Spectra Shield® and Goldshield®
- Special threat tested against 9mm 127gr SXT +P+ RA9TA and 357 SIG 125gr GDHP
- Exclusive, ProTect™ Internal ballistic desiccant for moisture management and durability of performance
- Ballistic suspension for proper panel alignment prevents sagging and curling
- Water-resistant panel cover with heat-sealed seams

[Sign Up for Email](#) | [Sign In](#) | [Create Account](#)

866.673.7645

Enter item # or keyword



0

CATEGORIES | BRANDS | PROFESSION | CLOTHING | FOOTWEAR | EQUIPMENT | MEDICAL | WEB SPECIALS

Equipment Body Armor | Ballistic Protection Concealable Armor **GH Armor Helix II Vest with 2 Orion Carriers**



GH Armor Helix II Vest with 2 Orion Carriers

[Write a review](#)

MSRP: ~~\$1,275.00 to \$1,625.00~~

Our Price \$894.99 to \$1,070.99

Select COLOR...

Please note: Must ship to law enforcement agency address. Click [CT Armor](#) for details.

Share this page:

[2 Shares](#)

[Write a review](#)

Product Details Ratings & Reviews FAQs

The GH Helix series is a hybrid design constructed with Kevlar®, Spectra Shield® and Goldshield® for optimal ballistic protection, comfort and flexibility in a lightweight package. Special threat tested against 9mm 127gr SXT +P+ RA9TA and 357 SIG 125gr GDHP. A ballistic suspension allows proper panel alignment to prevent sagging and curling. Incorporates ProTect™ internal ballistic desiccant for moisture management. Helix is the first and last choice when the requirement for comfort is absolute.

The Orion Concealable Carrier delivers moisture wicking, anti-microbial and odor resistant performance. Lightweight, high performance construction for superior comfort and durability. Spacer mesh at the shoulders provide ventilation for enhanced comfort. A hidden shoulder strap pass-through channel keeps elastic off the shoulders.

Helix Ballistic Panels Feature:

Certified to NIJ Standard-0101.06 for Ballistic Resistance
Hybrid designs featuring Kevlar®, Spectra Shield® and Goldshield®
Special threat tested against 9mm 127gr SXT +P+ RA9TA and 357 SIG 125gr GDHP
Exclusive, ProTect™ internal ballistic desiccant for moisture management and durability of performance
Ballistic suspension for proper panel alignment prevents sagging and curling
Water-resistant panel cover with heat-sealed seams
Weight (psl) 0.78
Thickness 20"

Orion Concealable Carrier Features:

Nylon hexagonal ripstop material is sleek and durable
Dynamic knit fabric inner lining, moisture wicking, anti-microbial and odor resistant
Spacer mesh padded shoulders and back for comfort and weight distribution with strap pass-through channel
Front and rear dual 5" x 8" / 8" x 10" trauma plate pockets (female 5" x 8" only)
Removable 6- and 4-point strap kit with elastic cummerbund for multiple configurations
Full width 8" rear VELCRO® brand loop for optimal adjustability
External panel load offers easy access and eliminates uncomfortable body-side seams
Ballistic suspension for proper panel alignment prevents sagging and curling
Front and rear shirt tails for secure vest alignment
Dynamic knit fabric at stress points for flexibility
Hexagonal ripstop integration in friction zones for added durability
Rear access apron for discrete strap adjustment and trauma plate insertion

You May Also Like...



GH Armor Pro II Body Armor Package
★★★★☆
\$378.99



Galls SE Series IIA Body Armor
★★★★☆
\$499.99



Galls SE Body Armor Threat Level IIA NIJ Number CIAA 1
\$409.99



Galls SE Body Armor Threat Level II NIJ Number CII



SUBMIT APPLICATION

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: BELTON CITY, MO

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)



Application Profile



Application



NIJ Approved
Vests



Submit Application

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to bswanson@beltonpd.org. An email approval advisory will also be sent to bswanson@beltonpd.org when the program approvals are completed. Additionally, you may check the status of your application by selecting option , 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

SUCCESSFUL SUBMISSION

Jurisdiction: BELTON CITY

Application Id: 17086611

Status/Submission Date: Sent for BVP Approval : 06/22/17

APPLICATION FOR FUNDING

Quantity	Extended Cost	Tax, S&H	Total Cost
15	\$9,748.00	\$24.00	\$9,772.00
Maximum Allowable Funding from BVP:			\$4,886.00

* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

PRINT SCREEN

SECTION IV

F



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 25, 2017
ASSIGNED STAFF: James Person
DEPARTMENT: Police Department

Approvals

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

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" 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: Purchase of external vest carriers for ballistic vests.

PROPOSED CITY COUNCIL MOTION: Motion to approve the purchase of 49 external ballistic vest carriers from Intersport and Group at a cost not to exceed \$8,926.04.

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

The Police Department researched the benefits of having external ballistic vest carriers, and the equipment committee recommends the purchase. External carriers distribute weight of equipment and help officers remain cooler. The selected company will make the vests to match our uniform shirts at a lower cost than other manufacturer's non-matching carriers.

IMPACT / ANALYSIS:

These funds were budgeted in the FY 18 Budget. \$10,000.00 was allotted in the Drug Seizure Fund. The cost per vest carrier is \$171.96. Shipping cost is unknown at this time. The request is for an amount not to exceed \$8,926.04.

FINANCIAL IMPACT

Contractor:	Intersport Group, Inc.
Amount of Request/Contract:	Not to exceed \$8,926.04
Amount Budgeted:	\$10,000.00
Funding Source:	Drug Seizure Fund 232-0000-4957400
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ 1,073.96

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

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

Memo from Lieutenant Travis George
Quote – InterSport Group Inc.
Quote – Galls
Quote – The Vest Man



Belton Police Department

Memo

To: Chief Person #100
From: Lt. Travis George #307
Date: 06-05-17
Re: Proposal to purchase exterior vest carriers

This memo is to serve as the official request to purchase the French blue exterior vest carrier for all sworn Belton Police Personnel from Intersport Group of Vilas, NC. I have done extensive research on this product and have come to the conclusion that this particular carrier best suits the needs of the officers and is in compliance with policy and the preference of the you, Chief of Police James R. Person.

For the last 6 weeks 4 patrol officers have been testing and evaluating this product and have all agreed that it is a significant improvement to our current uniform. These carriers are beginning to surface across the country to serve as the regular daily duty uniform of officers working patrol. The purpose and need for the change is two-fold. 1) The vest is worn on the outside of the uniform; therefore officers are able to easily remove it to cool off in the hot summer months. Wearing the carrier on the outside provides for more ventilation, as opposed to the current uniform where heat is trapped under the vest against the body and is not able to escape. 2) Current duty belt equipment/accessories are worn on the waist, however this system allows for accessories to be attached to the front of the vest itself via a "Molle" carrying system. Carrying extra weight on the hips over an extended period of time has led to hip and back related health issues. Moving equipment such as the extra pistol magazines, OC spray, radio, and Taser, allows for better weight distribution which is supported by the shoulders as opposed to the low back and hips. This may reduce workman's compensation claims in the long run.

In doing extensive research on what product to purchase in order to stay within compliance with your color requirement of French Blue, I located only two vendors in the United States who will manufacture this vest to meet our specifications. The Vest Man, based out of Lawndale, California will make a French Blue Molle carrier system, however the company essentially just converts a regular uniform shirt into a carrier. Upon test and evaluation, the integrity of this product is weak and will not withstand the day to day activity of a patrol officer. Additionally, the cost of a new uniform shirt would have to be included in the purchase price. The total cost from the Vest Man for one carrier was quoted

at \$215. Adding a short sleeve Horace Small uniform shirt (\$38.99) brings the total to \$253.99.

To purchase a Second Chance brand standardized carrier from a large law enforcement vendor such as Galls, the price is \$186.79. This is not a custom vest and does not have a uniform shirt look. It also does not come in French Blue.

My research ultimately led me to Dona Dowlan of Intersport Group. Dona was able to meet all of our requests and specifications. The test and evaluation vests that her company produced for our 4 officers who are currently using them in patrol, are custom to each officer and are able to be designed specific to our requests and needs. Ms. Dowlan has been extremely professional, helpful, and personable. We spent several hours on the phone during the first 2 months of this year working together to design a product that all officers in the department will be happy with. The feedback from the test and evaluation officers have been nothing but positive as they highly recommend this piece of equipment for daily use in the patrol division. The vest is made of a highly durable nylon rip-stop material that can be washed in the washing machine and dried in a dryer. The total cost for one vest carrier is \$171.96 (see attached). This comes with a custom embroidered name tag and Belton Police embroidered badge.

On 06-03-17 the equipment committee met, which is comprised of two management representatives, and two members of the bargaining unit, and it was a unanimous decision to move forward with the request to purchase this product.

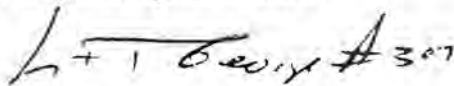
It was also the committee's recommendation that this carrier not be made mandatory to wear daily on patrol, but simply an additional piece of equipment to be used at the officer's discretion. Due to the color consistencies of the current uniform and the carrier, the appearance is similar enough not notice an extreme difference in visual aesthetics or appearance. Funding for this purchase was believed to have come from this year's safety budget. I firmly believe that this piece of equipment will enhance the daily operations in patrol and boost the morale of each uniformed officer.

Current full-time and reserve staff; 47
Projected; 2 in hiring process for a total of 49.
*Less if command staff opts out

Carrier total; **\$8426.04**
High estimate on shipping costs (\$500) for a total of.... **\$8926.04**

See attached photographs and estimates.

Respectfully Submitted,



Lt. Travis A. George #307

Intersport Group, Inc.

P.O. Box 337
 Vilas, NC 28692

Quotation

Date	Estimate #
6/5/2017	760

Name / Address
Belton MO Police Dept. George Travis 7001 E. 163rd St. Belton, MO 64012

Ship To
Belton MO Police Dept. George Travis 7001 E. 163rd St. Belton, MO 64012

Comments	Terms	Delivery	Contact Name
Cost Per Carrier Set Up	Net 30	8-12 Weeks	Travis George
Description	Qty	Rate	Total
Custom Exterior Carrier - Front/Back Closure	1	159.99	159.99
Custom Embroidered Name Plate	1	2.99	2.99
Custom Embroidered Badge	1	3.99	3.99
Custom Embroidered Back Panel	1	4.99	4.99
*Includes extra Fabric Panel when POLICE panel is not in use.			
Total			\$171.96



Sentinel
SECURITY LOCKERS
078

Sentinel
SECURITY LOCKERS
077









CATEGORIES	BRANDS	PROFESSION	CLOTHING	FOOTWEAR	EQUIPMENT	MEDICAL	CLEARANCE
------------	--------	------------	----------	----------	-----------	---------	-----------

Enter item # or keyword



Account Live Chat Cart

50 YEARS **FREE SHIPPING ON ORDERS OVER \$99 **** | **USE CODE GAFADAY**

Equipment > Body Armor | Ballistic Protection > Tactical Armor > Second Chance External Outer Carrier with MOLLE



Second Chance External Outer Carrier with MOLLE

Item# BP536 / Second Chance

Read 10 Reviews | 6 Comments or Write a Review

Get fast advice from customers who own this.

Ask a question | See 18 questions 52 answers

- Easy to attach a wide variety of gear and accessories
- Rugged 1,000-Denier Cordura® exterior material for lasting durability
- Non-abrasive hexagon rip-stop nylon interior material for increased comfort

MSRP: \$200.00
\$186.79

You save: \$13.21
(7% off)

SELECT COLOR: NAVY



Select SIZE...

1 QTY Size chart

Add to Cart +

Add to My List +

Second Chance External Outer Carrier with MOLLE

- Easy to attach a wide variety of gear and accessories
- Rugged 1,000-Denier Cordura® exterior material for lasting durability
- Non-abrasive hexagon rip-stop nylon interior material for increased comfort
- Internal upper and lower suspension system for support of armor panels
- Adjustable shoulder and side closures for precision fit and removability
- Front and rear tri-pocket for upgrading protection with hard armor plates (5" x 8", 7" x 9" and 10" x 12" sizes)
- Internal cummerbund for a secure fit in all types of operations

THE VEST MAN
 3940 Marine Avenue
 Suite D
 Lawndale, CA 90260

Estimate

Date	Estimate #
12-1-2016	215

Name / Address
Belton Police Dept Lt. Travis A. George

Project

Description	Qty	Rate	Total
Vest Carrier designed for external wear from shirts provided by Belton PD		145.00	145.00T
Design and production costs extra camera clip on each shirt		10.00	10.00T
Molle system for vest, 4 - 5 rows depending on vest size		50.00	50.00T
Shipping, handling and packing charges		10.00	10.00T
		<i>for nice small shirt</i>	<i>+ 38.99</i>
		Subtotal	\$215.00
		Sales Tax (0.0%)	\$0.00
		Total	\$215.00

\$ 253.99

SECTION VI

C

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO PURCHASE AN ANNUAL SUBSCRIPTION WITH EMERGENCY SERVICES MARKETING CORPORATION, INC., D/B/A IAMRESPONDING.COM TO PROVIDE MESSAGING AND A SECONDARY MEANS OF ALARM NOTIFICATION FOR THE FIRE DEPARTMENT.

WHEREAS, the Fire Department in the past was using pagers for all members for alarm notification and these were replaced in 2015 due to cost; and

WHEREAS, the department has been using MobilePhone Texting System instead of the pagers for alarm notification; and

WHEREAS, there is a need for a secondary alerting system for alarm notification for ISO points and the current system does not meet all of the department's needs for ISO scoring; and

WHEREAS, IamResponding.com product handles both the messaging and secondary alarm notification and also provides mapping of streets, hydrant location and pertinent building information; and

WHEREAS, almost all of the departments in Cass County are using the IamResponding.com product. The departments can see all of their information as well as all of Belton's information.

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

Section 1. That the City Council hereby authorizes and approves the Subscription Agreement with Emergency Services Marketing Corporation D/B/A IamResponding.com for the Fire Department's secondary notification and messaging system.

Section 2. That the Mayor is authorized to sign the Agreement on behalf of the City of Belton, Missouri.

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: July 25, 2017

READ FOR THE SECOND TIME AND PASSED: July 25, 2017

Mayor Jeff Davis

Approved this 25th day of July, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, 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 25th day of July, 2017, and thereafter adopted as Ordinance No. 2017- _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 25th day of July, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: July 15, 2017 AGENDA DATE: July 25, 2017

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

Engineer: [] Dept. Dir: [] Attorney: [] City Manager.: []

Table with 5 columns: Ordinance (checked), Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Public Hearing.

ISSUE/REQUEST

The Department has been looking to improve our secondary system for alerting the members on alarms and to help with our ISO rating.

PROPOSED CITY COUNCIL MOTION

To approve an annual subscription agreement to IamResponding.com

BACKGROUND: (including location, programs, department affected, and process issues)

ISO is a rating system used by many insurance companies to help determine insurance rates within our jurisdiction. We have been looking for ways to improve that rating. A means of secondary notification to our members is one way to help improve that rating. In addition to those reasons it is an added convenience to our department to be able to view call information and to quickly send messages to our members.

The department currently uses MobilePhone texting system at the cost of \$1,662.84 per year. This system has been reliable at sending call information and as a mass messaging system used to alert members of overtime shifts. This system does not qualify for the secondary notification credit as a stand alone mobile service.

IamResponding.com may help us gain those secondary notification points. In addition to being a mobile transmission for texting, it also emails notifications. This would allow us to add monitors to our stations, making call information viewable as members are making their way to the apparatus. This system also gives other added benefits defined below. The cost of IamResponding.com on a year to year basis would be \$860 for the first year, then \$800 per year after the first year with a one year contract, or \$725.00 per year with a three year contract.

IMPACT/ANALYSIS:

In the FY18 budget \$1,700.00 was allocated to continue the current service with Mobile Phone and so far this year we have spent \$692.85. This would result in a full year of savings of \$862.85. In addition to the financial savings, the department would receive the same level of service we had been paying for, along with several added benefits.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 860.00
Amount Budgeted:	\$ 1,700.00
Funding Source:	General Fund/ Telephone 010-3600-400-3705
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 147.15

TIMELINE:	START:	FINISH:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The following are the benefits of this system:

1. Less expensive than MobilePhone Texting Sytem.
2. Receive text for calls and mass messaging text (Available with current system).
3. Receive duplicated information from number 2 in IAR app form (Not currently available).
4. Interactive mapping capabilities with Google giving direcitons to alarms. (Not currently available).
This will be beneficial especially during mutual aid responses
5. Pre-plan information on all Belton businesses with hydrant locations and pertinent business information (Not currently availalable).
6. The ability to have shared information with our local mutual aid companies currently using the system, allowing us to see their hydrants and pre-plan information (Not currently available).

This product is available on all desk top computers in the department and on all members cell phones that download the IamResonding.com app.

LEGAL REVIEW OF SUBSCRIPTION AND TERMS/CONDITIONS:

The City Attorney has reviewed the subscription agreement & terms/conditions and has received some revising for the protection of the City. However, the ESMC management and legal counsel would not compromise the governing law & venue. If there is a dispute or litigation, it will be in the state of New York under New York laws.

STAFF RECOMMENDATIONS:

Approve recommendation by staff.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Why Will IamResonding.com Benefit Brochure
- IamResonding.com brochure explaining all of the capablities of the product
- Subscription Agreement



SUBSCRIPTION AGREEMENT

FULL SUBSCRIBER NAME:

City of Belton (MO)

(The name of the entity that is subscribing, hereinafter "Subscriber")

SUBSCRIPTION

COMMENCEMENT DATE:

June 12, 2017

This Agreement is entered into by and between Emergency Services Marketing Corp., Inc. ("ESMC"), as the duly licensed provider of the lamResponding.com services ("IaR"), and Subscriber. Pursuant to the Terms and Conditions set forth herein, ESCMC agrees to provide Subscriber with access to IaR, for the term and at the costs set forth herein. Subscriber is solely responsible for obtaining its' own internet connection and hardware.

1. The subscription shall commence on the Subscription Commencement Date set forth above, and shall terminate one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided by ESCMC until ESCMC has received this signed Subscription Agreement from Subscriber.

2. a) Term and Base Subscription Fee:
 The subscription term and fee selected by Subscriber is as follows:
(In this section, you must check at least one box, and in some cases, two boxes.)
 - One-year Subscription - **\$800**

 - Three-year Subscription
Subscriber will pay this (select a payment option below, and check the box):
 - Annually, at **\$725/year**; or
 - Up-front, for a total of **\$2,066** (5% discount from annual payment rate)

 - Five-year Subscription (**BEST VALUE!**)
Subscriber will pay this (select a payment option below, and check the box):
 - Annually, at **\$650/year**; or
 - Up-front, for a total of **\$3,087** (5% discount from annual payment rate)

- b) One-time Set-up Fee: **\$50.**
 This is due with your initial Base Subscription Fee.

- c) Telephone Call Costs: **\$10/year.**
 This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

Subscription Agreement to lamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 1 of 5

3. The subscription fee for one-year subscriptions, and for three and five year subscriptions at the paid up-front rate, shall be paid in full on or before the Commencement Date of the subscription.

Subscription fees for three and five year subscriptions paid annually shall be paid to ESMC in equal annual payments which shall be due and payable, in advance, on each anniversary of the Commencement Date for the duration of the subscription, without invoice.

4. All subscription fees are in US funds, and shall be paid in US funds.
5. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IaR, which are posted on the IaR site at www.iamresponding.com.
6. Subscriber shall not share the functionality, or any portion, of IaR with any other entity, at any time. Any such sharing shall be deemed a material breach of this Agreement.
7. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IaR, and to suspend or terminate Subscriber's access to IaR. Any payments not timely made shall be considered a material default by Subscriber.
8. ESMC reserves the right to modify the appearance, content and/or functionality of IaR at any time, in its sole discretion, with the understanding that core functionality will be maintained.
9. If Subscriber has a website for its department or agency on which it is able to place links to other websites, Subscriber shall add a link on its site to www.iamresponding.com.
10. Subscriber warrants that its subscription to IaR was not procured through the efforts of any sales person other than _____ (insert "none" if no sales person was involved in procuring this subscription).
11. Subscriber understands that the subscription fee that is being paid for each year of a multi-year subscription is a discounted fee made available to Subscriber only because of Subscriber having entered into a multi-year Subscription Agreement. Subscriber further understands that ESMC has or may enter into certain financial obligations based upon projections which rely upon Subscriber honoring its multi-year agreement. If Subscriber terminates a multi-year Subscription Agreement for any reason whatsoever, Subscriber agrees to pay, as liquidated damages for such termination, a sum equal to 1.25 times the average annual subscription fee set forth in Section 2(a) for each full and partial year of the subscription between the Commencement Date and the termination date (any subscription fee payments already paid to ESMC for that time period will be credited against this charge). For paid up-front subscriptions, the average annual fee shall be the total fee set forth in Section 2(a), divided by the number of years paid for.
12. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to support@emergencysmc.com. Subscriber understands that ESMC will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of ESMC, and that the response time for each support request will be dependent upon such classification.

13. Subscriber understands that there may be periodic service interruptions to IaR as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions.
14. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.
15. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
16. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IaR, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IaR, the terms and conditions of this Subscription Agreement shall control.
17. Subscriber certifies that Subscriber (**check one box below**):
 - IS a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is:
 _____ (*Please attach tax exemption certificate*).
 - IS NOT a tax-exempt organization, and is NOT exempt from state and local sales and use taxes on its purchases.
18. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.
19. With respect to any indemnification obligations arising under this agreement, Subscriber reserves and does not waive any rights it may have to sovereign immunity, and its indemnification obligations are to the extent permitted by law.

Subscribing Entity's Name: _____

Printed Name of Authorized Signor: _____

Date: _____

Signature: _____

Emergency Services Marketing Corp., Inc.

By: _____ Date: _____
 Daniel R. Seidberg, President

Please return this ENTIRE agreement to us; not just the signature page!

*All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005*

PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FROM AS YOUR INVOICE

IamResponding.com

Emergency Service Marketing Corp., Inc.
P.O. Box 93
Dewitt, New York 13214-0093
Phone: (315) 701-1372 Fax: (315) 314-7748

Self Made Invoice

Date: _____

To (insert your department name and billing address):

DESCRIPTION	AMOUNT
Please select <u>ONE</u> applicable payment option below:	
<input type="checkbox"/> One-Year Term (\$800 Base Fee + \$50 Set-Up Fee + \$10 Telephone Fee = \$860)	
<input type="checkbox"/> Three-Year Term, Paid Annually (\$725 Base Fee + \$50 Set-Up Fee + \$10 Telephone Fee = \$785)	
<input type="checkbox"/> Three-Year Term, Paid Up-Front (\$2,066 Base Fee + \$50 Set-Up Fee + \$30 Telephone Fee = \$2,146)	
<input type="checkbox"/> Five-Year Term, Paid Annually (\$650 Base Fee + \$50 Set-Up Fee + \$10 Telephone Fee = \$710)	
<input type="checkbox"/> Five-Year Term, Paid Up-Front (\$3,087 Base Fee + \$50 Set-up Fee + \$50 Telephone Fee = \$3,187)	
	Total :

Please update your billing contact information!

Subscription Agreement to IamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 4 of 5

Billing Contact Name: _____	All payments in US funds ONLY Make checks payable to: Emergency Services Marketing Corp., Inc. (Tax ID #: 20-5787005) Thank you for your business!
Billing Contact Email: _____	
Billing Contact Phone: _____	
Billing Contact Fax: _____	
Billing Address: _____ _____	

Subscription Agreement to IamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

TERMS OF USE AGREEMENT FOR iamResponding.com

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, ACCESSING, LOGGING INTO OR USING iamResponding.com AND/OR THE EMERGENCY RESPONDER REPLY SYSTEM™.

BY LOGGING INTO iamResponding.com AND/OR THE EMERGENCY RESPONDER REPLY SYSTEM™ OR USING ANY COMPONENT OR SERVICES OF iamResponding.com AND/OR THE EMERGENCY RESPONDER REPLY SYSTEM™, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT LOG INTO OR USE ANY COMPONENT OR SERVICES OF iamResponding.com AND/OR THE EMERGENCY RESPONDER REPLY SYSTEM™.

INTRODUCTION. Through the iamresponding.com site, Emergency Services Marketing Corp., Inc. ("ESMC") makes available a variety of resources and services (collectively the "Services") of iamResponding.com, which is also known as the Emergency Responder Reply System™ ("ERRS"). These Services are subject to the following terms and conditions ("Terms and Conditions"), which are legal obligations. The Services include any existing functions and features, updates, new features, enhancements and the addition of new Web properties. ESMC does not discriminate on the basis of race, ethnicity, national origin, age, gender, religion, sexual orientation or any other protected status.

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To the greatest extent permitted by law, in consideration of the provision of this service, you release ESMC, its licensors and suppliers from any and all claims and liabilities of any nature whatsoever associated with any transmission of dispatch information.

You shall not under any circumstances cause dispatch information to be transmitted, re-transmitted, or forwarded, whether directly or indirectly from your lamResponding system, manually or automatically, to any servers, server networks, or mobile applications ("Apps") other than those exclusively controlled and maintained by ESMC, excepting only Internet Service Providers (ISP's) and telephone network carriers necessary to the minimal extent possible to permit the direct relay of dispatch information from lamResponding.com to your personal/work email inbox(s) and personal/work mobile device(s). These limited and minimal exceptions (ISP's and telephone network carriers) are further limited to only those which simply pass through the dispatch information, without opening, manipulating, utilizing, converting, applying or modifying the information in any manner whatsoever. ESMC, its licensors and suppliers, are not, and shall not in any circumstance be responsible or liable for any transmission, transmission delay, failed transmission, or altered transmission of dispatch data in violation of this paragraph.

FORCE MAJEURE. ESMC shall not be liable for any default or delay in the performance of any of its obligations to Subscribers if such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, significant weather events, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions; riots or civil disorder; unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment relative to the production or delivery of any equipment or material required to perform the obligations; embargoes; actions, inactions, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency; or any other cause, whether similar or dissimilar to those enumerated herein, beyond ESMC's reasonable control.

NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as set forth in your Subscription Agreement or to such other address as the party to receive the notice or request so designates by written notice to the other. ESMC may also provide Notices to you by email addressed to the email address that you provide as your primary contact email address in your Subscription Agreement, and such Notice is deemed given at the time sent by email.

NONASSIGNABILITY and NON-SHARING. You shall not assign or otherwise license your Subscription or Subscription Agreement, or any rights that you may have thereunder, without the prior written consent of ESMC. You shall not share the Services with any other non-subscribing entity.

NO THIRD PARTIES. By subscribing to and/or utilizing ERRS and/or the Services, you agree and acknowledge that there are no known or intended third party beneficiaries of your subscription and/or use of ERRS and the Services. You further agree and acknowledge that there are no contractual agreements, obligations or relationships of any nature whatsoever, express or implied, between you and any party other than ESMC concerning or pertaining in any manner whatsoever to the ERRS and/or the Services.

MAPPING SERVICES. The Services include certain mapping, directions and routing features (collectively "Mapping Services") that display content that is not ESMC's, and which is provided under license to ESMC by Google, Inc. Mapping Services content is provided solely by Google, and not ESMC. By accessing and/or utilizing any of the Mapping Features, you consent and agree to be subject to, and bound by, and you further agree to comply with, any and all of Google, Inc.'s Terms of Use concerning such Mapping Features, in addition

to these Terms of Use. Google Maps™ terms of use may be obtained directly from Google, may be found on Google's website(s), and are available here: http://www.google.com/intl/en-US/help/terms_maps.html.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ESMC AND GOOGLE INC. DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE WITH RESPECT TO MAPPING SERVICES. ESMC SPECIFICALLY DOES NOT WARRANT THAT MAPPING SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. MAPPING SERVICES ARE NOT DESIGNED OR INTENDED FOR HIGH RISK OR EMERGENCY RESPONSE ACTIVITIES.

You are solely responsible for your own conduct when using the Mapping Services. Please keep your eyes on the road and obey all applicable laws. Do not manipulate the Services or Mapping Services while driving. Directions may be inaccurate, incomplete, dangerous or prohibited. Traffic data is not real-time, and location accuracy cannot be guaranteed. Map data, traffic, directions, and related Mapping Services content are provided for planning purposes only. You may find that weather conditions, construction projects, closures, road and bridge weight restrictions, bridge height restrictions, or other events or circumstances may cause road conditions or directions to differ from map results and Mapping Services content. It is understood, and you agree, that you know the roads, bridges, access points, clearance heights, gross vehicle weight restrictions, and road and bridge construction, closures and modifications where you will be driving better than ESMC and Google. Mapping Services are subject to errors and mistakes, and must not be substituted by you for the exercise of your common sense, logic, knowledge, reason and other available mapping resources. If you choose to follow any routing or direction information provided by the Mapping Services, you voluntarily, completely and solely assume the risk and responsibility of anything bad that may result, whether foreseeable or not.

Certain Mapping Services may require you to enable location services within your Web-access computer or device. You may elect to enable or disable such location services on your own access device, and the choice that you make will affect the functionality of the Mapping Services. To provide location-based services, ESMC and/or Google may collect, use, and share precise location data, including the real-time geographic location of your computer or device. This location data is used by ESMC to provide and improve location-based products and services. Some location-based services require your personal information for the feature to work.

Information which is part of, overlaid, embedded within, or attached to the Mapping Services in any manner, including but not limited to hydrant locations and information, drafting sites, fill sites, buildings or other structures, premises history or plans, emergency property information and any other such data: is not, and will not be, verified by ESMC in any manner for reliability or accuracy; is provided for planning purposes only; is not to be relied upon by you during an emergency event; and may be shared and/or made available to any authorized user of the Services, including users in other subscribing entities. You should independently verify the accuracy of any mapping information within the Mapping Services within your primary and mutual aid districts, and you should make any necessary or applicable corrections to such information. Even if mapping irregularities or inaccuracies are reported to ESMC, ESMC does not warrant that such irregularities or inaccuracies will be corrected, and you should assume that they will not be.

The Mapping Services may extract certain data from dispatch messages provided through the Services in an attempt to identify the location of a reported incident. You are solely responsible for verifying that the address extracted and mapped is the correct incident address, and you should not rely on the Services and Mapping Services for this information.

ESMC, its licensors and suppliers shall have no liability whatsoever to you or any third-parties for any mistakes, errors or delays of any nature whatsoever relating to the Mapping Services. By utilizing the Mapping Services, you agree (on your own behalf and on behalf of the subscribing entity with whom you are affiliated) to defend and indemnify, to the greatest extent permitted by law, ESMC, its licensors and suppliers with respect to any claim of any nature whatsoever asserted by any person or entity arising by, through or as the result of your use of the Mapping Services.

GOVERNING LAW, JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Terms of Use Agreement and of your Subscription Agreement shall be governed by the laws of the State of New York without giving any effect or regard to its conflict of law provisions. The New York state courts in and

for Onondaga County, New York (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of New York) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement and/or your Subscription Agreement, and you hereby consent to the personal and subject matter jurisdiction of such courts and waive any objection as to venue in such jurisdiction.

SURVIVAL This Agreement shall be binding upon the parties, their successors and permitted assigns. You may not assign any rights to the use or access of ERRS or its Services without the express prior written consent of ESMC.

SEVERABILITY If all or part of any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable will be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

ENTIRE AGREEMENT This Agreement, and the most recently executed Subscriber Agreement by the entity with which you are affiliated for the purpose of obtaining access to ERRS, if any, constitute the entire agreement between you and ESMC and govern your use of the Services, superseding any prior agreements between you and ESMC with respect to the Services. In the event of a specific conflict between these Terms of Use and the terms and conditions of your executed Subscription Agreement, the Subscription Agreement shall control.

HEADINGS The section headings in this Agreement are for convenience only, do not import any terms or conditions, and shall not be utilized in any interpretation of the terms or conditions of this Agreement.

STATUTE OF LIMITATIONS You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services, to this Terms of Use Agreement, or to your Subscription Agreement must be filed within one (1) year of the accrual of such claim or cause of action or it shall be forever barred. As a condition precedent to the commencement of any litigation against ESMC, its licensors, suppliers or distributors, you must provide written notice to ESMC, by certified mail, of the existence and specific basis of your claims and allegations within sixty (60) days of the accrual of your claim, and must submit your claim to private, non-binding mediation to be held in Onondaga County, New York. You may not in any event commence litigation against ESMC, licensors, its suppliers or distributors until after a determination and/or statement of findings has been issued by a mediator.

COPYRIGHT NOTICE Copyright ©2007-2016 Emergency Services Marketing Corp., Inc., Post Office Box 93, Dewitt, New York 13214-0093, USA. All rights reserved.

Any rights not expressly granted herein are reserved. Send your questions to dseidberg@emergencysmc.com

Last modified: December 5, 2016.

Section modified: Entire Agreement (The paragraph entitled "Entire Agreement," not the actual entire agreement!)

Previous Modification: May 9, 2016.

Section(s) modified: Conditions and Restrictions on Use; Copyright Notice.

Previous modification: March 29, 2013.

Section(s) modified: Introduction, Acceptance of Terms and Conditions, Conditions and Restrictions on Use, Title and Intellectual Property Rights, Trademarks, Dispatch Data, Registration and Privacy, Disclaimer of Warranty, Confidentiality, Use of Services, Services not a Substitute, Services and Software Available on this Website, Reverse Engineering, Links to Third-Party Sites, Indemnity and Release, Miscellaneous, Limitation of Liability, Other Restrictions, Injunctive Relief, Equipment Required and Optional, No Third Parties, Entire Agreement, Statute of Limitations. Section(s) added: Mapping Services.

Previous modification: January 28, 2013.

Section(s) modified: Dispatch Data; Copyright Notice

Previous modification: November 18, 2010



Why will IamResponding.com benefit our community and our emergency responders?

IamResponding.com is used by more than 4,700 fire departments, EMS agencies and technical response teams across the US and Canada to reduce emergency response times, and to assist in getting more complete crews on the scene faster. More than 250,000 emergency responders rely on IamResponding.com in their daily operations.

With IamResponding.com's patented¹ technology, emergency response entities are able to know within just seconds if enough members are responding to an emergency dispatch, or if a further page needs to be issued. Members are also able to make real-time, informed decisions about whether to roll apparatus with the members present, or to hold back for additional members that they know to be en route to the station. This enables responders to get out with more complete crews, faster.

After receiving a dispatch notification through any existing dispatch system, emergency responders simply tap one button on IamResponding's free apps, or if they don't have a smart-phone or tablet, then they speed-dial a pre-assigned toll-free number on their phone.² If they call the system, responders are immediately connected to an automated telephone system (hosted by IamResponding.com) for a call that lasts only seconds.³

On one simple screen (accessed through any computer or device with internet access), their station, chiefs, team leaders, regional response coordinators and dispatchers immediately see who is responding, their level of certification/qualification, the time that they are responding, and where they are responding (e.g. scene, station or other response location). No one needs to answer any telephone or radio calls from any responders, and all response information is automatically recorded for reporting purposes.

Most departments install a computer monitor in the truck bay, and leave that logged into IamResponding.com 24x7x365. As members arrive at the station, they quickly glance at one simple screen and immediately see who else is en route to either the station or scene.⁴ They immediately know whether a full crew is responding, or whether additional personnel will be needed. If more personnel are needed, a further dispatch can be issued much sooner than under current protocols. When members at the station know who else is on their way, they can make informed decisions about whether to wait for the other members in order to get out with a more complete and safer crew. If enough members are en route, duty assignments can be determined before the members even reach the station.

¹ US Patent 8,009,810; CA Patent 2,676,134; AU Patent 2008208041; NZ Patent 578654; International Patents Pending

² IamResponding.com works from any phone, and any carrier, including all mobile phones and land-line phones.

³ Most callers will simply press one button on their phone and then either drop their phone or hang up; no one is on the phone while driving to the station or scene. If the members do not hang up the phone, IamResponding will automatically disconnect the call after just a few seconds.

⁴ Even if a subscribing department has an unmanned station, the information displayed can be immediately seen by the first member who arrives at the station, and that member can then start to immediately make decisions about whether an adequate number of members are en route, or whether an additional dispatch needs to be activated. The same information is simultaneously available at any other location with Internet access, including on all smart phones.

Chiefs and senior Officers who respond directly to the scene are able to immediately know how many members are going to be coming to the incident, and which members will be arriving, without the necessity of any radio traffic. This contributes to their ability to formulate the most effective plan for the incident because they know exactly who will be arriving to assist.

More complete crews are more effective when on scene, and more complete crews have also been shown to produce safer results for both the public and for the emergency responders. The U.S. Department of Commerce and the National Institute of Standards and Technology, working in cooperation with the International Association of Fire Chiefs, released a study in April 2010 which showed the following:

- 4 person crews complete fireground tasks 30% faster (7 minutes faster) than 2 person crews, and 25% faster (5.1 minutes faster) than 3 person crews;
- 4 person crews get water on the fire 6% faster than 3 person crews, and 16% faster than 2 person crews;
- 4 person crews complete laddering and ventilation for life safety and rescue 30% faster than 2 person crews, and 25% faster than 3 person crews;
- 4 person crews start and complete a primary search and rescue 6% faster than 3 person crews, and 30% faster than 2 person crews (10% equals just over 1 minute);
- 3 person crews can stretch a hose line 57 seconds faster than a 2 person crew, and 4 person crews can stretch a hose line 87 seconds faster than a 2 person crew. 5 person crews can stretch a hose line more than 2 minutes faster than a 2 person crew;
- 2 person crews can NOT complete essential fireground tasks in time to rescue occupants without subjecting either firefighters or occupants to an increasingly hazardous atmosphere, regardless of fire size or growth rate. Larger crews responding to slow-growth fires can rescue most occupants prior to incapacitation along with early-arriving larger crews responding to medium growth fires.

What does this all mean? Getting on a scene faster, with a more complete crew, is critical to safe, effective operations on the scene, which is directly beneficial to both the emergency responders and the public that they serve. lamResponding.com provides a simple, inexpensive and reliable system for compiling more complete crews, faster.

lamResponding.com also provides many other beneficial functions, including sending dispatch messages to members via push notification to laR's apps, text message and email, all as secondary notifications, a mass-messaging system, an online scheduling system, records management, a calendaring system, and much more.

lamResponding.com also includes extensive mapping features which provide navigation to the scene of incidents, as well as the ability to map hydrants and other water sources, and more than 40 other significant map markers, including hazard points, Knox Box locations and information, road closures, AED locations, and buildings that have pre-plan documents (with hyperlinks to those documents and image files). A full AVL system is also included with the lamResponding mapping system.

TRY A FREE 60-DAY TRIAL TODAY!

No contracts. No commitment. Just try it for FREE!

lamResponding.com has proven itself through real-world usage to be fully capable of delivering the most reliable web-based service in the fire and EMS industry.

During the 48 hour window of the worst of Hurricane Sandy coming ashore in the Northeastern US (10/29-30/2012), lamResponding.com had no service interruptions, and proved its real-world capabilities by successfully:

- Processing more than **13,000 telephone calls** from emergency responders;
- Processing more than **12,000 dispatches**; and
- Delivering more than **570,000 outbound messages** to our subscribers.

Overall, lamResponding.com has successfully:

- Processed more than **13 million telephone calls** from emergency responders; and
- Delivered more than **250 million outbound messages** to our subscribers.

lamResponding.com is being used daily by:

- More than **4,700 departments, agencies and response teams** across the United States and Canada; and
- More than **250,000 emergency responders**.

Example of the time-saving value of lamResponding.com*:

Consider a hypothetical dispatch of a fire department or an EMS agency in a region with a protocol that calls for second activations to be issued at the 5 minute mark, and for mutual aid to be activated at the 10 minute mark. The primary reason for such protocols is that dispatchers have never before had a reliable method of knowing which, or how many, members of a dispatched department would respond to a dispatch at any given time.

Without lamResponding.com, if the dispatched department/agency does not have a full crew respond to the station or scene in response to the initial dispatch, a second activation will not be issued until the 5 minute mark. This is because the department/agency and dispatcher will typically wait the full 5 minutes to see if anyone else arrives.

With lamResponding.com, both the department/agency and dispatcher will know within 30 seconds whether a full crew is on the way to either the station or scene. If a full crew is not displayed on the monitor within 30 seconds, then a full crew is not en route, and the department/agency and dispatchers will know that a second activation will be needed.

With lamResponding.com, the second activation can now be issued between 30-60 seconds after the initial dispatch, saving 4 - 4 1/2 minutes on every dispatch requiring a second activation.

With lamResponding.com, if the second activation still does not result in a full crew responding, that information will be known by the 2 minute point, at the very latest. In this circumstance, mutual aid will be able to be activated within 2-3 minutes of the initial dispatch, rather than waiting to the 10 minute mark. This would reduce the response time by 7-8 minutes on every mutual aid call.

[*Actual time savings are dependent upon the protocols in place in each region, and modifications made to those protocols based on the implementation of lamResponding.com.]

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KNOW IMMEDIATELY WHO IS RESPONDING

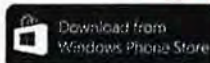
And so much more!

"One of the most important tools we use every day at our station."

-Chief Ken Shuler

FREE APPS

Coming soon!



Why lamResponding?

lamResponding is the original, most reliable and most complete responder tracking system in the industry!

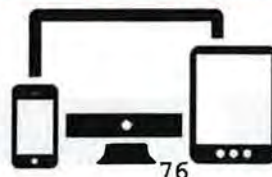
Much more than an app, lamResponding is a complete system, providing more features, more functions, more communication pathways, more benefits, and more value than any other responder tracking product. lamResponding is also delivered via the most reliable web-based network in the industry, with complete local and geographically diverse redundancy and fail-over. With thousands of departments as subscribers, and more than a quarter-million users, lamResponding has been real-world proven for a decade, has processed many millions of calls and dispatches, and has delivered more than 250 million messages to our subscribers. When you need it most, lamResponding is there for you!

And so much more!

- Dispatches to your mobile devices • Mapping
- Hydrants • Messaging • Incident Reporting
- AVL • NFIRS • Scheduling • Member Mapping
- Records Management • Station Alerting



Desktop, tablet, mobile



BENEFITS AND FEATURES

lamResponding.com reduces response times by letting you know immediately who is responding to your calls, where they are going, and when they will be there! This saves critical time for fire departments, EMS agencies, SAR and technical rescue teams, and any other incident response teams when responding to emergencies.

HOW IT WORKS

After receiving a dispatch notification (whether through lamResponding or any other, existing dispatch system), responders either press one button on lamResponding's free apps, or speed dial a pre-programmed toll-free number on any phone. Any Internet connected computer or mobile device instantly displays who is responding, their level of certification/qualification, the time that they are responding, and where they are responding (e.g. scene, station, or any other response location that your department or agency responds to). The whole process takes mere seconds, and any telephone calls are automatically disconnected so that no one is ever driving while on the phone. No one needs to enter any dispatch information. No one needs to answer any telephone or radio calls from any responders. It's that simple!

Desktop, tablet, mobile



BENEFITS

With lamResponding.com, you will:

- Know immediately if you have a full crew on the way, or if you need to page additional personnel;
- Stop wasting valuable time waiting for members who are not coming;
- Stop leaving the station just as others are coming around the corner;
- Know who is responding to your station, scene or any other location;
- Make informed decisions about whether to wait for additional personnel who are on their way;
- Be able to assign duties to members before they even arrive at the station or scene;
- Plan your fire ground attack based on who is actually responding;
- Get out with more complete, more effective and safer crews faster; and
- **Reduce Response Times!**

KEY FEATURES

- 100% web-based - no software or unique hardware required, and you do not need to host anything on your computers.
- Works from any type of telephone, and any Internet connected device.
- Viewable simultaneously on an unlimited number of computers and devices.
- No limit to your number of members or number of devices.

ON-LINE DEMO

Call or email today to schedule a live webinar at a time convenient for you!

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Call today. Be live within 24 hours!

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And so much more!

DISPATCHES TO YOUR MOBILE DEVICES

Dispatches can be automatically sent to all of your mobile devices via many redundant methods, including text message, email, push notification to laR's apps, and alpha pagers. Members control all of their own settings and which devices to send to.

INCIDENT MAPPING



Google Maps™ is fully integrated into laR's mapping systems, displaying the incident location, directions to the scene, and turn-by-turn navigation. Your main station screens can display split maps, showing you both your responding members as they approach the station, and your incident location. laR maps also include an easy measuring tool to measure structures and the distance to the nearest water source.

HYDRANTS AND MAP MARKERS



Easily mark or import all of your hydrants, and they all display on your maps, color coded by flow rate, with

full details available for each hydrant. You can also add 40+ other informative map markers to your maps, such as truss construction information, Knox Box™ locations and information, road closures, bridge height and weight restrictions, AED locations, solar panels, drafting sites, known hazards, and many more. Mutual aid departments can see all of each others' hydrants and map markers, making out of district responses much more efficient.

PRE-PLANS

Upload your pre-plan documents, and pin the applicable location right on your maps. Simply click on the icons to view the pre-plan information.

VEHICLE LOCATION MAPPING (AVL)

See the current location, availability and response status of all of your apparatus right on your laR maps.

MASS MESSAGING

You can send unlimited messages to your members via text, email, alpha-pagers and push notifications, from anywhere, and from any Internet connected device. You can configure over 50 messaging groups, save message templates, and schedule messages for future delivery. Members maintain their own contact information, so keeping address information current is simple and easy.

"Best thing to happen to the volunteer fire and EMS service since the pager."

-Chief Fred Detoro

And so much more!

SCHEDULING / MEMBER AVAILABILITY



Members can post when they are available/unavailable, as well as formal duty crew scheduling, from any Internet connected device. Easily see who is on duty or available, where they are, what they are on duty for, and when their shift/availability ends. Fully customizable and reportable, with automated shift reminders.

NFIRS / INCIDENT REPORTING

Full incident reporting for all subscribers, and NFIRS compliant reporting for all US based subscribers, is included in all subscriptions, at no additional cost.

RECORDS MANAGEMENT

Detailed, customizable records management tools are included for the tracking and reporting of training and drills, attendance at events, expiration dates (with automated reminders), apparatus status (in or out of service), and more.

CALENDAR

Easy, web-based calendar with automated notifications and event reminders, and on-screen and app-based displays of upcoming events.

LIVE MEMBER LOCATION MAPPING



When members are responding to an incident, you can see their live location to know quickly and easily where they are and determine whether to wait for them before rolling apparatus. No need to interpret moving dots on maps with laR; members display as color-coded cars that quickly identify Chiefs, officers, firefighters, medical personnel and more.

STATION ALERTING

When dispatches are received, your station screens sound customized alert tones and verbalize the dispatch information. Hook up speakers to your monitor, and you're all set.

SO MUCH MORE!

laR is always innovating and releasing new features. Anything new is included in all subscriptions, at no additional cost. No per module or upgrade costs with laR; it's all included!

FREE APPS



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SIMPLE, ALL-INCLUSIVE PRICING

REGULAR DEPARTMENT SUBSCRIPTIONS

For Departments/Agencies dispatched to **MORE** than 100 incidents/year.
Includes every laR feature and free apps.

One-Year Subscription	\$ 800/year
Three-Year Subscription	\$ 725/year*
Five-Year Subscription (BEST VALUE!)	\$ 650/year*
One-Time Set-Up Fee:	\$ 50/one-time
Telephone Calls**:	\$ 10/year

*Subscription fees may be paid in equal, annual payments, or in full up-front.
Multi-year subscriptions paid up-front are eligible for a 4% discount.

SMALL DEPARTMENT SUBSCRIPTIONS

For Departments/Agencies dispatched to **LESS** than 100 incidents/year.
Includes every laR feature and free apps.

Subscription Fee:	\$ 300/year
One-Time Set-Up Fee:	\$ 50/one-time
Telephone Calls**:	\$ 5/year

**Includes UNLIMITED telephone calls to laR by your members to report that they are responding to an incident, but members can also report their response status via laR's free apps and web interface. The ability to reply via a telephone call provides critical redundancy if Internet connectivity is unavailable and/or for members without smart phones. There is NO CHARGE for response indications via laR's free apps or web interface. There is NO CHARGE for unlimited outbound messaging. Telephone pricing is for US and Canada only; for all other locations please call for pricing.

WE NEVER CHARGE FOR 24x7x365 SUPPORT, UPGRADES, NEW FEATURES, ENHANCEMENTS, OR ANYTHING ELSE NOT LISTED ON THIS PAGE.

ALL SUBSCRIPTIONS INCLUDE AN UNLIMITED NUMBER OF USERS IN YOUR DEPARTMENT AND AN UNLIMITED NUMBER OF DEVICES.

US Patent 8,009,810 B2, 8,848,877 B2, CA Patent 2676134, AU Patent 2008208041,
NZ Patent 578654, International Patents Pending



\$25 of every new lamResponding subscription will be contributed by laR to the NFFF between March 1, 2016 and the 2016 Memorial Weekend!



FREE 60 Day Trial!

Call today. Be live within 24 hours!

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SECTION VI

D

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AS A PARTICIPATING AGENCY, AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2017 STREET PRESERVATION PROJECT / OVERLAY FINALIZED IN JUNE 2017.

WHEREAS, A quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented. ; and

WHEREAS, The City of Peculiar Missouri, as the coordinating agency, has collected bids and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale.; and

WHEREAS, The Fiscal Year 2017 Street Preservation Program contained the milling, overlay, and patching for the East Pacific Stormwater project for an amount of \$85,932.80. The contract to complete this work expired before the project was at a point to allow for the repair of the street portion of the project additionally the funds were not requested to be rolled over into the current fiscal year. Since the expiration of the contract and continued stormwater improvements to East Pacific Project it has come to staff's attention that the road requires more extensive repair than what was originally called for. The quantities for the repairs were not known when the above described cooperative street preservation project was advertised and therefore no quantities are shown in the agreement.; and

WHEREAS, The current budget for the 2018 Fiscal Year Street Preservation Program is \$370,000.00 which will need to be rolled over into Fiscal Year 2019 so that a larger extent of roads can be repaired. Due to the nature of the Street Preservation Program funds staff is considering the use of the remaining 2006 general obligation bonds meant for constructing and improving the City's stormwater drainage system. The roads current state stems from a lack of proper stormwater drainage and when necessary stormwater drainage is not in place the road becomes the conveyance system for the stormwater. ; and

WHEREAS, to ensure that the repairs to East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue are completed for the best price currently available, staff recommends approving the Cooperative Agreement for the 2017 Street Preservation Project/Overlay program with Superior Bowen Asphalt Company, LLC.; the agreement is attached to this ordinance as **Exhibit A**.

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

SECTION 1. That the Cooperative Agreement awarded to Superior Bowen Asphalt Company LLC for the 2017 Street Preservation Project/Overlay program is hereby approved for purposes described above.

SECTION 2. 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.

READ FOR THE FIRST TIME: July 25, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of July, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, 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 25th day of July, 2017, and thereafter adopted as Ordinance No. 2017- _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of August, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 25, 2017

DIVISION: Transportation

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

ISSUE/RECOMMENDATION:

A quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

The City of Peculiar Missouri, as the coordinating agency, has collected bids and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale.

The Fiscal Year 2017 Street Preservation Program contained the milling, overlay, and patching for the East Pacific Stormwater project for an amount of \$85,932.80. The contract to complete this work expired before the project was at a point to allow for the repair of the street portion of the project additionally the funds were not requested to be rolled over into the current fiscal year. Since the expiration of the contract and continued stormwater improvements to East Pacific Project it has come to staff's attention that the road requires more extensive repair than what was originally called for. The quantities for the repairs were not known when the above described cooperative street preservation project was advertised and therefore no quantities are shown in the agreement.

The current budget for the 2018 Fiscal Year Street Preservation Program is \$370,000.00 which will need to be rolled over into Fiscal Year 2019 so that a larger extent of roads can be repaired. Due to the nature of the Street Preservation Program funds staff is considering the use of the remaining 2006 general obligation bonds meant for constructing and improving the City's stormwater drainage system. The roads current state stems from a lack of proper stormwater drainage and when necessary stormwater drainage is not in place the road becomes the conveyance system for the stormwater.

To ensure that the repairs to East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue are completed for the best price currently available, staff recommends approving the Cooperative Agreement for the 2017 Street Preservation Project/Overlay program with Superior Bowen Asphalt Company, LLC.

PROPOSED CITY COUNCIL MOTION:

Approve the first reading of an ordinance of the City of Belton, Missouri authorizing and approving a Cooperative Agreement with Superior Bowen Asphalt Company LLC. For the 2017 Street Preservation Project/Overlay program.

BACKGROUND:

Over the past several years staff has presented information for street preservation maintenance activities that included several action items.

1. Spend preservation funding every other year. This maximizes the dollars spent.
2. Focus available resources on maintaining streets meeting current condition standards so they do not fall into the poor/failed range.
3. Provide crews with equipment that is efficient and cost effective.
4. Utilize technology to manage infrastructure and material usage.
5. Development of citizen Cost-Share Program
6. Partner with neighboring cities in developing maintenance contracts that maximize dollars.
7. Bidders are required to submit a Quality Assurance Plan

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Superior Bowen Asphalt Company, LLC
Amount of Request/Contract:	\$	Not to exceed budgeted funds
Amount Budgeted:	\$	N/A
Funding Source:		N/A
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the first reading of an ordinance of the City of Belton, Missouri authorizing and approving a Cooperative Agreement with Superior Bowen Asphalt Company LLC. For the 2017 Street Preservation Project/Overlay program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Superior Bowen Cooperative Agreement
- Superior Bowen Unit Prices
- Bid Tab
- Certificate of Insurance
- Schedule of Values



AGREEMENT

Contract Number ST 17-001

Project Title 2017 Asphalt Street Overlay Projects

THIS CONTRACT is made and entered into between Superior Bowen Asphalt Company, L.L.C. (CONTRACTOR) as principal and PECULIAR, MISSOURI, a Fourth Class City in the State of Missouri (OWNER).

OWNER and CONTRACTOR for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish and pay for the Work, all materials, and labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the total of Bid Items 1-5 (the Contract Price):

For all Unit Price Work (Section A), an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the quantity of that item. The Unit Prices form (Section A) included in the Bid, a copy of which is attached, shall apply unless otherwise stated below. All sales and/or services will be made on purchase orders, with separate task agreements, issued by individual Participating Agencies.

Total of all Bid Unit Prices (Item Numbers 1-5: 2017 Asphalt Street Overlay Projects)

One million two hundred fifteen thousand four hundred twenty six dollars and seventy five cents

(\$1,215,426.75)

Sec. 3. The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are identified in the General Conditions.

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this Contract, if any, shall be specified in the Contract Documents.

Exhibit 1

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the Instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. CONTRACTOR will well and truly perform the covenants contained in the Contract Documents, and will pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein..

Sec. 9. This Contract is entered into by OWNER subject to authorization by the City Council and shall not be binding until so authorized, and is subject to the Federal and State Laws and the provisions of the Peculiar City Code and Ordinances in general that may affect same.

Sec. 10. All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provisions, or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Exhibit 1

IN WITNESS WHEREOF, CONTRACTOR and OWNER's authorized representatives have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of
CONTRACTOR

Superior Bowen Asphalt Company, L.L.C.
2501 Manchester Trafficway.
Kansas City, Missouri 64128.

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: [Signature]

Title: V.P.

Date: 6-8-17

(Attach corporate seal if applicable)

PECULIAR, MISSOURI

Address and facsimile number of City department
Public Works Department

City Hall, 250 S. Main Street, Peculiar, Missouri 64078
Fax: (816) 739-1004

By: [Signature]

Title: City Administrator

Date: 6/8/17

Approved as to form and legality:

[Signature] 6/9/17
City Attorney (Date)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 hereby incurred.

[Signature] 6/8/17
Director of Finance (Date)

Exhibit 1

Unit Prices
Project Number 17-001
2017 Asphalt Street Overlay Projects
Section A

- Notes:**
- 1 In the event of discrepancy, unit price shall govern
 - 2 The City reserves the right to award or omit all or any bid alternate to the contractor

Item #	Item Description	Unit	City of Belton	City of Pleasant Hill	City of Raymore	City of Peculiar	Total Qty	Unit Price
1	Edge Milling, (0"-2") - Contractor Retain Millings	SY						
1a	Edge Milling, (0"-2") City Retain Millings	SY		18000	70000	52451	140451	\$1.75
2	Full Width Milling (0"-2") - Contractor Retain Millings	SY						
3	Virgin Surface Asphalt, APWA Type 3-R, 2-Inches	SY						
3a	Recycled Surface Asphalt, APWA Type 3-R, 2-Inches	Tons		3000	7700	6647	17347	\$54.50
4	Base Repair, Virgin Asphalt Base, APWA, Type 1-01, 8-Inches	SY						
4a	Base Repair, Recycled Asphalt Base, APWA, Type 1-R, 8-Inches	SY		1200	2272	18128	21600	\$42.00
5	Ground Loop Detectors	EA						

**COOPERATIVE PROCUREMENT WITH
OTHER PARTICIPATING AGENCIES**

The Participating Agencies as identified on the unit prices form under Section A and providing specified locations of work are the base-bid for this contract. The bidder agrees to provide products and/or services to the Participating Agencies performing governmental functions within Cass County.

All sales and/or services to these Participating Agencies will be made on purchase orders, with separate task agreements, issued by that Agency. All receiving, inspection, Payments and other procurement administration will be the responsibility of each purchasing Agency. Sales will be made in accordance with the prices, terms and conditions of this invitation for bids and any subsequent contract.

Initial: Yes MSB No _____

Optional

The Bidder agrees to provide unit rate pricing (Section B of bid form) to the Participating Agencies. Due to the nature of this contract and the travel distances required for participating entities, the bidder agrees to adjust pricing in an amount not to exceed +/- 5% of the unit rate price quoted in section B of the bid form to cover any unforeseen costs. The adjusted price shall be negotiated between the participating entity and the bidder prior to any task agreements being executed.

All sales and/or services to these Participating Agencies will be made on purchase orders, with separate task agreements, issued by that Agency. All receiving, inspection, Payments and other procurement administration will be the responsibility of the purchasing Agency. Sales will be made in accordance with the prices, terms, and conditions of this invitation for bids and any subsequent contract.

Initial: Yes MSB No _____

Unit Rate Pricing - Section B					
Item #		Description	Unit	QTY	Unit Price
6	a	Edge Milling (0"-2") - City Retain Millings	SY	1-500	\$15.00
	b	Edge Milling (0"-2") - City Retain Millings	SY	501-1500	\$7.50
	c	Edge Milling (0"-2") - City Retain Millings	SY	1501-3000	\$4.00
	d	Edge Milling (0"-2") - City Retain Millings	SY	3001 and over	\$2.50
7	a	Full Width Milling (0"-2") - City Retain	SY	1-500	\$20.00
	b	Full Width Milling (0"-2") - City Retain	SY	501-1500	\$10.00
	c	Full Width Milling (0"-2") - City Retain	SY	1501-3000	\$5.00
	d	Full Width Milling (0"-2") - City Retain	SY	3001 and over	\$3.00
8	a	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	1-500	\$70.00
	b	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	501-1500	\$60.00
	c	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	1501-3000	\$55.00
	d	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	3001 and over	\$50.00
9	a	4" Recycled Asphalt Base, APWA, Type 1-01	SY	1-250	\$45.00
	b	4" Recycled Asphalt Base, APWA, Type 1-01	SY	251-500	\$40.00
	c	4" Recycled Asphalt Base, APWA, Type 1-01	SY	501-750	\$35.00

	d	4" Recycled Asphalt Base, APWA, Type 1-01	SY	751-1000	\$30.00
	e	4" Recycled Asphalt Base, APWA, Type 1-01	SY	1001 and over	\$25.00
10	a	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	1-250	\$30.00
	b	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	251-500	\$25.00
	c	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	501-750	\$20.00
	d	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	751-1000	\$15.00
	e	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	1001 and over	\$10.00
11	a	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	1-250	\$29.50
	b	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	251-500	\$24.50
	c	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	501-750	\$19.50
	d	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	751-1000	\$14.50
	e	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	1001 and over	\$9.50
12	a	Subgrade Repair (6" - 8")	SY	1-500	\$70.00
	b	Subgrade Repair (6" - 8")	SY	501-1500	\$60.00
	c	Subgrade Repair (6" - 8")	SY	1501-3000	\$55.00
	d	Subgrade Repair (6" - 8")	SY	3001 and over	\$50.00

Project Name: **2017 Asphalt Street Overlay Program**
 Owner: **City of Belton, Missouri**
 Contract No. **Task Agreement One**
 Contractor: **Superior Bowen Asphalt Co., LLC**

Schedule of Values

Application # One
 For work completed through _____
 Date: 7/17/2017

SCHEDULE OF VALUES					Previously Completed		Items for Payment This Period		Amount Completed To Date
Item	Unit	Qty.	Unit Price	Total Amount	Quantity	Amount	Quantity	Amount	
1. 6" Asphalt Removal and 4" Replace with (APWA Type 1-01)	SY	5,242	\$25.00	\$ 131,050.00	0	\$ -	0	\$ -	\$ -
2. 2" Asphalt Surface (Type 3-01)	SY	5,242	\$9.50	\$ 49,799.00	0	\$ -	0	\$ -	\$ -
3. Force Account Budget	LS	1	\$4,000.00	\$ 4,000.00	0	\$ -	0	\$ -	\$ -
						\$ -		\$ -	
Original Contract Amount					\$ 184,849.00			Amount This Period	\$ -
Change Order Number					\$ -			Amount Previously Completed	\$ -
Current Contract Amount					\$ 184,849.00			Amount Completed to Date	\$ -
								Materials On Hand	\$ -
								Subtotal	\$ -
Street List East Pacific Drive - E. Sunrise to S. Scott (1637 SY) East Sunrise Drive - E. Pacific to S. Scott (1752 SY) E Pacific Drive - Cedar to East Sunrise (1853 SY)								Retainage	\$ 95 -
								Net Amount This Estimate	\$ -
								Previous Payments to Contractor	\$ -
								AMOUNT PAYABLE =	\$ -

SECTION VII

A

R2017-26

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER #1 TO THE EAST PACIFIC PROJECT FOR STORMWATER DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$115,786.20.

WHEREAS, The construction of curb and gutter along a city street fulfills several functions. They separate the road from the roadside, and discourage drivers from parking or driving on sidewalks and lawns. They also provide structural support to the pavement edge. Curbs can be used to channel runoff stormwater from rain or melted snow and ice into storm drains as well as keeping stormwater runoff in the road from flowing into the yards of citizens who live along a curbed street. There is also an aesthetic aspect, in that curbs look formal and "finished".; and

WHEREAS, The curbs currently along East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue do not fulfill all of the functions listed above. Several spots have sunken back into citizen's yards so much that they could be considered more of a trough than a curb offering little protection from stormwater runoff. Several sections have pushed out of alignment and will no longer offer support for the edge of the road. The concrete curb is showing its age with excessive cracks and scaling.; and

WHEREAS, With the completion of the East Pacific Project it is expected to have a 6 inch mill and overlay to address the failing street. A mill and overlay for this street will not be a full repair of the street if the curbs are not repaired as well. To ensure that a complete job is done the replacement of the curb before the street is mill and overlaid is recommended.; and

WHEREAS, The change order for \$115,786.20 includes 3,228 Linear feet of curb and 30 linear feet of 5 foot wide side walk with 2 ADA ramps with truncated domes. Due to the street improvements the ADA improvements are required by law. Staff requested a price for the curb replacement from Pyramid Excavation and Construction. Pyramid, acting as the general contractor, requested pricing from two concrete sub-contractors. The lowest price was Freeman Concrete with \$115,786.20.; and

WHEREAS, This change order cost will be covered by the remaining 2006 stormwater bonds remaining in the Buena Vista line item. Originally the Buena Vista Stormwater Project was slated to be designed by Olsson Associates and constructed in conjunction with East Pacific. However,

after some initial discoveries and calculations, it was determined that the scope of the project must grow to include upstream detention in order to provide an acceptable level of service, thus requiring more funds and more analysis. At that time, staff and the consultants decided to put the Buena Vista project on hold until there could be a re-evaluation of scope and funding. Staff is recommending utilizing a portion of the stormwater bonds initially budgeted for the Buena Vista Project to complete the stormwater portion of the East Pacific Project.

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

SECTION 1. That Change Order No.1 to the construction agreement with Pyramid Excavation and Construction, Inc. for the East Pacific Project in the amount of \$115,786.20 is hereby approved for purposes described above.

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

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

Duly read and passed this 25th day of July, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 25th day of July, 2017, and adopted at a regular meeting of the City Council held the 25th day of July, 2017 by the following vote, to-wit:

AYES:
NOES:
ABSENT:

COUNCILMEN:
COUNCILMEN:
COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 25, 2017

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input checked="" 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 construction of curb and gutter along a city street fulfills several functions. They separate the road from the roadside, and discourage drivers from parking or driving on sidewalks and lawns. They also provide structural support to the pavement edge. Curbs can be used to channel runoff stormwater from rain or melted snow and ice into storm drains as well as keeping stormwater runoff in the road from flowing into the yards of citizens who live along a curbed street. There is also an aesthetic aspect, in that curbs look formal and "finished".

The curbs currently along East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue do not fulfill all of the functions listed above. Several spots have sunken back into citizen's yards so much that they could be considered more of a trough than a curb offering little protection from stormwater runoff. Several sections have pushed out of alignment and will no longer offer support for the edge of the road. The concrete curb is showing its age with excessive cracks and scaling.

With the completion of the East Pacific Project it is expected to have a 6 inch mill and overlay to address the failing street. A mill and overlay for this street will not be a full repair of the street if the curbs are not repaired as well. To ensure that a complete job is done the replacement of the curb before the street is mill and overlaid is recommended.

Therefore, a change order for \$115,786.20 includes 3,228 Linear feet of curb and 30 linear feet of 5 foot wide side walk with 2 ADA ramps with truncated domes. Due to the street improvements the ADA improvements are required by law. Staff requested a price for the curb replacement from Pyramid Excavation and Construction. Pyramid, acting as the general contractor, requested pricing from two concrete sub-contractors. The lowest price was Freeman Concrete with \$115,786.20.

This change order cost will be covered by the remaining 2006 stormwater bonds remaining in the Buena Vista line item. Originally the Buena Vista Stormwater Project was slated to be designed by Olsson Associates and constructed in conjunction with East Pacific. However, after some initial discoveries and calculations, it was determined that the scope of the project must grow to include upstream detention in order to provide an acceptable level of service, thus requiring more funds and more analysis. At that time, staff and the consultants decided to put the Buena Vista project on hold until there could be a re-evaluation of scope and funding. Staff is recommending utilizing a portion of the stormwater bonds initially budgeted for the Buena Vista Project to complete the stormwater portion of the East Pacific Project.

PROPOSED CITY COUNCIL MOTION:

Approve the first reading of a resolution authorizing and approving a change order to Pyramid Excavation and Construction, Inc. for the East Pacific Project including stormwater drainage improvements in the amount of \$115,786.20.

BACKGROUND:

At the December 14, 2014 regular City Council meeting, the plan for the remainder of the stormwater bonds was presented and East Pacific was one of the projects remaining. At the April 14, 2015 regular City Council meeting, City Council approved a resolution for a task agreement with Olsson Associates to complete the engineering design of the stormwater portion of the East Pacific Project. In conjunction with the stormwater project, the waterline in the neighborhood was undersized and in need of replacement. Staff prepared plans for the waterline replacement portion of the project along East Pacific Drive and East Sunrise Drive.

At the January 24, 2017, regular City Council approved the first reading of an ordinance authorizing and approving an Agreement to Pyramid Excavation and Construction, Inc. for the East Pacific Project including stormwater drainage improvements and waterline replacement in the amount of \$632,355.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Pyramid Excavation and Construction, Inc.
Amount of Request/Contract:	\$	115,786.20
Amount Budgeted:	\$	632,355.00
Funding Source:		Stormwater – Buena Vista (451-5608-495-7117) Stormwater – East Pacific (451-5607-495-7117) Water- Capital Outlay Waterline Replacement (662-0000-495-7300)
Additional Funds:	\$	383,189.00
Funding Source:		Stormwater – Buena Vista (451-5608-495-7117)
Encumbered:	\$	0
Funds Remaining:	\$	267,402.80

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the first reading of a resolution authorizing and approving a change order to Pyramid Excavation and Construction, Inc. for the East Pacific Project including stormwater drainage improvements in the amount of \$115,786.20.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Change Order
- East Pacific Site Pictures
- Unit Pricing



CHANGE ORDER NO. 1

Contract Number 2017-4309

Project Title East Pacific Project

Effective Date: _____

Ordinance / Resolution No: 2017-_____

To CONTRACTOR Pyramid Excavation and Construction, Inc.

The Contract is changed as follows: increase contract amount up \$115,786.20 to replace approximately 3,228 linear feet of curb in accordance with the contract and complete 2 ADA compliant ramps along East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue.

Not valid until signed by the OWNER.

The original Contract Price was	\$ 632,355.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Price prior to this Change Order was	\$ 632,355.00
The Contract Price will be increased by	\$ 115,786.20
The new Contract Price including this Change Order will be	\$748,141.20
The Contract Times will be changed by	40 days
The date of Final Completion as of the date of this Change Order therefore is	10/25/2017

CONTRACTOR: Pyramid Excavation and Construction, Inc.	By:	Date:
OWNER: City of Belton, Missouri	By: Alexa Barton City Manager	Date:
ENGINEER: City of Belton, Missouri	Attest By: Michael Doi Public Works Director	Date:

Freeman Concrete Construction			
Item	Unit	Unit Cost	Total
Curb and Gutter	LF	\$ 16.80	\$ 54,230.40
5' Sidewalk	LF	\$ 28.80	\$ 864.00
ADA Ramps	SF	\$ 16.30	\$ 3,097.00
Removal	LS	\$ 39,095.70	\$ 39,095.70
Hauling	LS	\$ 7,149.10	\$ 7,149.10
Grading	LS	\$ 7,000.00	\$ 7,000.00
Traffic Control	LS	\$ 4,000.00	\$ 4,000.00
Door Hangers	LS	\$ 350.00	\$ 350.00
			\$ 115,786.20

Phoenix Concrete & Underground, LLC			
Item	Unit	Unit Cost	Total
Curb and Gutter	LF	\$ 25.10	\$ 81,022.80
5' Sidewalk	SF	\$ 5.85	\$ 877.50
ADA Ramps	EA	\$ 1,557.42	\$ 3,114.84
Removal	LS	\$ 39,095.70	\$ 39,095.70
Hauling	LS	\$ 7,149.10	\$ 7,149.10
Grading	LS	\$ 7,000.00	\$ 7,000.00
Traffic Control	LS	\$ 4,000.00	\$ 4,000.00
Door Hangers	LS	\$ 350.00	\$ 350.00
			\$ 142,609.94



SECTION VII

B

R2017-27

A RESOLUTION FORMALLY ACCEPTING THE BELTON GATEWAY LOTS 2, 3, AND 4 NEW PUBLIC INFRASTRUCTURE OF 1504 FEET OF 8" WATER LINE, 34 FEET OF 6" WATER LINE, ONE 5'X4' CURB INLET, AND 190 FEET OF PUBLIC STREET (TURN LANE) WITH AN IRREVOCABLE LETTER OF CREDIT SECURING THE TWO YEAR MAINTENANCE GUARANTEE THROUGH GREAT SOUTHERN BANK.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

(a) Developer shall submit one original on Mylar and four copies of "as built" plans to the city engineer prior to requesting final acceptance of improvements.

(b) Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.

(1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.

a. Maintenance bond written by a bonding company, or

b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or

c. Upon approval of the city council, a personal surety bond; and

WHEREAS, 1504 feet of 8" water line, 34 feet of 6" water line, one 5'x4' curb inlet, and 190 feet of public street (turn lane) were installed, inspected, and tested per City of Belton standards, are secured by an irrevocable letter of credit for the two year maintenance guarantee period in the amount of \$169,619.00 and are in conformance with the approved engineering drawings and with the requirements of the Unified Development Code that were in effect at the time of completion.

WHEREAS, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its transportation, water and storm water systems.

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

- SECTION 1.** That the Belton Gateway Lots 2, 3, and 4 water lines, curb inlet, and public street (turn lane) are hereby formally accepted by the City of Belton and shall become the property of the City.
- SECTION 2.** That the irrevocable letter of credit securing the two year maintenance guarantee, in substantially the form presented and attached as **Exhibit A** to this resolution, is hereby approved.
- SECTION 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 25th day of July, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 25th day of July, 2017, and adopted at a regular meeting of the City Council held the 25th day of July, 2017 by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE:

DIVISION: Public Works Engineering

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:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new infrastructure constructed and completed with the construction of Belton Gateway Lots 2, 3, and 4. These public improvements consist of 1504 feet of 8” water line, 34 feet of 6” water line, one 5’x4’ curb inlet, and 190 feet of public street (turn lane) that have been installed, inspected, and tested per City of Belton standards. The City has received an irrevocable letter of credit from the developer and approved by the City Attorney to secure the two year maintenance guarantee for the public improvements in the amount of \$169,619.00.

PROPOSED CITY COUNCIL MOTION:

Approve and authorize a resolution formally accepting the Belton Gateway Lots 2, 3, and 4 new infrastructure of 1504 feet of 8” water line, 34 feet of 6” water line, one 5’x4’ curb inlet, and 190 feet of public street (turn lane) with the irrevocable letter of credit to secure the two year maintenance guarantee.

BACKGROUND:

During construction of Belton Gateway Lots 2, 3, and 4, 1504 feet of 8” water line, 34 feet of 6” water were installed, inspected, and tested per City of Belton standards. Attached is a memo from Ron Raines, Construction Inspector, and requesting formal acceptance as required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Belton Gateway Lots 2, 3, and 4 new infrastructure of 1504 feet of 8” water line, 34 feet of 6” water line, one 5’x4’ curb inlet, and 190 feet of public street (turn lane) with the irrevocable letter of credit to secure the two year maintenance guarantee.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Memo from Ron Raines, Construction Inspector
- Irrevocable Letter of Credit



**CITY OF BELTON – PUBLIC WORKS
MEMORANDUM**

PUBLIC WORKS

Date: July 17, 2017
To: Michael Doi, Director of Public Works
From: Ron Raines, Public Works Construction Inspector
Subject: Belton Gateway, Lots 2, 3, and 4 Public Infrastructure Formal Acceptance

The Public Infrastructure for Lots 2, 3 and 4 of Belton Gateway is complete. These public improvements consists of 1504 feet of 8” water line, 34 feet of 6” water line, one 5’x4’ curb inlet, and 190 feet of public street (turn lane). These improvements have been installed, inspected, and tested per City of Belton standards. We have received an irrevocable letter of credit from the developer securing the two year maintenance guarantee for the above mentioned public improvement in the amount of \$169,619.00. This improvement is ready to be presented to the City Council during a regular session as a Consent Item for formal acceptance.



Brandon Pratt
Relationship Manager
11050 Roe Avenue, Suite 200
Overland Park, KS 66211

Phone: (913) 344-6820 Fax: (855) 432-0767

July 20, 2017

City of Belton
Attn: Megan McGuire

VIA EMAIL

RE: Y Belton

Megan:

This letter is to notify you that I am in the process of requesting approval for a Letter of Credit in the amount of \$169,619 for our customer Y Belton. I have submitted the request to our credit group for approval. The final approval is subject to credit review and I hope to have that by the time of your meeting next week.

Let me know if you have any questions whatsoever. If you have any questions, please call me at (913) 344-6820.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Pratt", with a horizontal line extending to the right.

Brandon Pratt

August 8, 2017

AMOUNT: \$169,619.00

IRREVOCABLE LETTER OF CREDIT NO _____

City of Belton
506 Main Street
Belton, Missouri 64012
Attn: Megan McGuire, City Attorney

RE: Y Belton, LLC

Belton Gateway Addition Unit No. 2, a subdivision in the City of Belton, Cass County, Missouri

Sirs/Madams:

Great Southern Bank(the "Bank") does hereby authorize the City of Belton, Missouri(the "City"), as beneficiary of this Irrevocable Letter of Credit (this "Letter of Credit"), to draw upon the Bank for the account of Y Belton, LLC (the "Developer"), up to the aggregate amount of: One hundred, sixty-nine thousand, six hundred, nineteen dollars and no cents (\$169,619.00 United States Dollars) upon the City's draft at sight, drawn on the Bank. Each sight draft must be accompanied by a certificate signed by an authorized official of the City stating the amount to be drawn and certifying that such amount is due as a result of defects in workmanship and or materials which have become apparent in Belton Gateway Addition Unit No. 2 for the Y Highway turn lane, sidewalks and storm sewer improvements and public water line in accordance with the approved engineering plans and specifications on file with the City and pursuant to the Final Plat approved by the City as of May 10, 2016.

This Letter of Credit sets forth, in full, the terms of the Bank's undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference to any document, instrument, or agreement shall not be deemed to be incorporated herein by reference.

This instrument must be presented with the draft(s) and notification(s) as referenced in the first paragraph. Partial drawings are permitted. In the event of a partial draw, this original instrument will be endorsed on the reverse hereof and promptly returned to the City for any further draw(s).

The draft(s) drawn under this Letter of Credit must be drawn and presented to the Bank's offices at 11050 Roe Ave, Suite 200, Overland Park, KS 66211, Attention: Brandon Pratt (or such other officer, department or address designated in writing by the Bank to the City at your address shown above or at such other address as you shall advise us of in writing) (i) by hand delivery, or (ii) by delivery by courier between 9:00 a.m. and 4:30 p.m. (Overland Park, Kansas time), on a Business Day. As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Kansas are authorized or required by law to close

All improvements required which are secured by this Letter of Credit must be completed prior to the date of execution of this document. The City shall reserve the right to draw upon this Letter of Credit any time during the two year period ending on August __, 2019 (“Expiration Date”).

This Letter of Credit shall expire on the Expiration Date, unless the Bank extends the Expiration Date in writing, following notification from the City requesting an additional two year maintenance period for a certified repair or replacement that occurred during the original two year period.

All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to the Bank.

Except as otherwise expressly stated herein, this Letter of Credit is governed by and issued subject to the International Standby Practices 1998 International Chamber of Commerce Publication No. 590 (“ISP98”). This Letter of Credit shall also be governed by the laws of the State of Missouri, including the Missouri Uniform Commercial Code, RSMo Chapter 400, to the extent not inconsistent with ISP98.

Sincerely,

Great Southern Bank

Y Belton LLC/Developer

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

TELEPHONE: _____

TELEPHONE: _____

CITY, STATE, ZIP

CITY, STATE, ZIP

ACCEPTANCE BY THE CITY OF BELTON, MISSOURI

This Letter of Credit has been accepted by the City of Belton by and through presentation and approval of the City Council under Ordinance No. _____ on _____, 2017.

BY: _____
Mayor Jeff Davis

ATTEST:

Patti Ledford, City Clerk

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

On this ____ day of _____, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires: _____

