



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MAY 8, 2018 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Finn
- 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 April 24, 2018, City Council Regular Meeting.**

Page 6

**B. Motion approving the purchase of 34 ASP batons and holders for the total amount of \$4,396.54 from GT Distributors, Inc. for the Police Department.**

This purchase is within budget.

Page 14

**C. Motion approving the purchase of a 5 year internet firewall for \$8,465.29 from Essential Network Technologies for the Police Department.**

This purchase is within budget.

Page 23

**D. Motion approving the purchase of a Lidar Laser Cam 4 for \$7,088.18 from Kustom Signals, Inc. for the Police Department.**

The Police Department’s Hazardous moving grant enforcement will be reimbursed 100% for the purchase by the Missouri Department of Transportation in cooperation with NHTSA.

Page 31

- E. **Motion approving the purchase of parts and service from sole source Ray Lindsey Company to replace UV disinfection bulbs, wiper, seals, and O-rings in Channel 1 at the Wastewater Treatment Facility in a not-to-exceed amount of \$41,424.30.**

This purchase is within budget.

Page 39

- F. **Motion approving the purchase of 10 sets of tire deflation devices for the total amount of \$4,759.00 from Stop Stick LTD for the Police Department.**

This purchase is within budget.

Page 43

- G. Motion approving Resolution R2018-23:  
**A resolution reappointing Mike Miller and Terry Ward and appointing Charlie Dalzell to the Municipal Park Board.**

Page 53

V. PERSONAL APPEARANCES

- A. Jeff Johnston (601 South Cedar) – Trash Service

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2018-30:  
**An ordinance approving a professional services agreement with Krista Klaus Consulting, LLC for public information and communications consulting for economic development and city communications.**
- B. Motion approving final reading of Bill No. 2018-31:  
**An ordinance approving a revised Preliminary Plat for Traditions, part of Lot 2, a 113 acre R-3 Planned Unit Development located on the east side of Mullen Road, north of East Cambridge Road, City of Belton, Cass County, Missouri.**
- C. Motion approving first reading of Bill No. 2018-34:  
**An ordinance amending sections 18-1 (a) (3); 20-1; 20-2 (a); 22-5; 22-6 (b); 36-33 (b); 36-34 (c) (3); 36-108 (9); and 40-2 (c) (d) (1) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.**

Page 57

- D. Motion approving first reading of Bill No. 2018-35:  
**An ordinance of the City of Belton, Missouri authorizing and approving a Minor Construction Service Agreement with JR & Co., Inc. for the Water Services Buildings Roofs Replacement in a not-to-exceed amount of \$86,975.**

Page 70

- E. Motion approving first reading of Bill No. 2018-36:  
**An ordinance of the City of Belton, Missouri authorizing and approving a Propane Procurement Contract with Ferrellgas, Inc. for the Water Services Division of Public Works.**

Page 88

- F. Motion approving first reading of Bill No. 2018-37:  
**An ordinance approving a rental agreement with Berry Companies, Inc., d/b/a KC Bobcat of Olathe, Kansas to lease a Bobcat S595 loader with 68 inch LP smooth bucket for use in and around the Belton Parks system and providing access to insurance coverage through the City's equipment policy.**

Page 103

VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

May & June 2018 meetings

5/15 special meeting – 7:00 pm  
5/22 regular session – canceled  
6/5 work session – 7:00 pm  
6/12 regular session – 7:00 pm  
6/19 special meeting – 7:00 pm  
6/26 regular session – 7:00 pm

XI. MOTIONS

XII. OTHER BUSINESS

XIII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed.

XIV. ADJOURN



# **SECTION IV**

## **A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
REGULAR MEETING  
APRIL 24, 2018  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

Mayor Davis called the meeting to order at 7:00 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilwoman Stephanie Davidson, Councilmen Ryan Finn, Gary Lathrop, Councilwoman Lorrie Peek, Councilmen Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

**CONSENT AGENDA:**

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the April 10, 2018, City Council Regular Meeting and April 17, 2018, City Council Special Meeting; a motion approving the March 2018 Municipal Police Judge's Report; and a motion approving Resolution R2018-20: A resolution reappointing Melvin Anderson and Gary Mallory and appointing Jason Stephens to the Building and Fire Prevention Codes Board of Adjustment; and a motion canceling the May 22, 2018 City Council Regular Meeting.** Councilman Savage seconded. All voted in favor. Consent agenda approved.

**PERSONAL APPEARANCES:**

Lori Hershberger, Fraternal Order of Eagles (310 Main Street) appeared before the Council to request to close the 300 block of Main Street on Saturday, June 9, 2018, from 10:00 A.M. – 12:00 P.M. for the Biker's, Blues and BBQ Poker Run. She said the event raises money for children with autism and for Special Olympics. She was asked if they ran it by the merchants on Main Street that are open on Saturday. She said no. A merchant present at the meeting said the event has never been an issue. **Councilman Savage moved to approve closing the 300 block of Main Street on Saturday, June 9, 2018, from 10:00 A.M.-12:00 P.M. for the Biker's Blues and BBQ Poker Run.** Councilman Fletcher seconded. Vote on the motion was recorded with all voting in favor. Motion carried.

Jeffrey & Emily Bichel, Life Thyme Botanicals (319 Main Street) appeared before the Council to request to close the 300 block of Main Street on Saturday, June 16, 2018, from 4:00 P.M.– 10:00 P.M. for a 15<sup>th</sup> Anniversary Block Party. Mayor Davis confirmed that it is not the same night as a car show. They said they talked with the merchants in that block, with the exception of Simply Charmed, and they are fine with the event. **Councilman Lathrop moved to approve closing the 300 block of Main Street on Saturday, June 16, 2018, from 4:00 P.M. – 10:00 P.M. for a 15<sup>th</sup> Anniversary Block Party for Life Thyme Botanicals.** Councilwoman Peek seconded. All voted in favor. Motion carried.

Monte Burgess (721 Main Street) – addressed the Council regarding trash pick-up concerns since

the City went with city-wide waste hauling with Jim's Disposal on January 1, 2018. He said there is nothing that can be done as it is already a deal. He said trash is spilled and they tear up his yard. Some people are okay with them; others have had a lot of problems. He has called Jim's Disposal and they hang up on him. He is not okay with them picking up trash at 9:00 P.M. and asked what else can be done. Councilman Finn asked when the last time was they picked up his trash at 9:00 P.M. Mr. Burgess said a couple weeks ago. Councilman Savage asked how they are damaging his yard. Mr. Burgess said the hydraulic truck slams down the carts in his yard and it is leaving a bald spot. Councilman Lathrop asked about Jim's hanging up on him. He said when he calls they tell him there is nothing they can do and they hang up on him.

## **ORDINANCES:**

Patti Ledford, City Clerk gave the final reading of Bill No. 2018-26: **An ordinance approving a Fourth Amendment to the Intergovernmental Cooperative Agreement between the City of Belton, Missouri and the Belton-Cass Regional Transportation Development District.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilwoman Davidson, Councilmen Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Councilwoman Peek, and Councilman Savage; Noes: None; Absent: None. Bill No. 2018-26 was declared passed and in full force and effect as Ordinance No. 2018-4428, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-27: **An ordinance authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Information Technologies, Inc. (ITI).** Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Fletcher, Trutzel, Savage, Lathrop, Councilwoman Davidson, Mayor Davis, Councilmen VanWinkle, Finn, and Councilwoman Peek. Bill No. 2018-27 was declared passed and in full force and effect as Ordinance No. 2018-4429, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-28: **An ordinance authorizing and approving a Lease Agreement of City Property at Markey Industrial Park for Agricultural Crops with Danny Chevalier.** Presented by Councilman Finn, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Councilwoman Peek, Councilmen Finn, Lathrop, Savage, Councilwoman Davidson, Mayor Davis, Councilmen Trutzel, VanWinkle, and Fletcher; Noes: None; Absent: None. Bill No.2018-28 was declared as passed and in full force and effect as Ordinance No. 2018-4430, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-29: **An ordinance approving and authorizing the Belton Cost Funding Agreement between Northpoint Development, LLC a Missouri Corporation and the City of Belton, Missouri, a Constitutional Charter City of the State of Missouri, for the preparation and implementation of an application for incentives, a redevelopment plan, and a redevelopment agreement.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Councilman Lathrop asked if we have a development plan. Ms. Barton said not at this time – it is being worked on. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilwoman Peek, Councilmen Lathrop, Finn, Trutzel, Fletcher, VanWinkle, Councilwoman Davidson, Councilman Savage; Noes; None; Absent: None. Bill No. 2018-29 was declared passed and in full force and affect as Ordinance No. 2018-4431, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-30: **An ordinance approving a professional services agreement with Krista Klaus Consulting, LLC for public information and communications consulting for economic development and city communications.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. Councilman Savage said he doesn't know exactly what this is for and asked what we have gotten for it the last 6-8 months. Ms. Barton said Ms. Klaus acts as the city's public information officer and performs public relations type functions. She assists in marketing, promoting the city, press releases, programs, and helps apply for grants by doing research. She worked on the city's annual report. She worked with the Missouri Municipal to provide factual information on the use tax, as cities can only provide/promote factual information. She posts information on the city's Facebook page and website, prepares the Mayor's state of the city address, under his direction, and prepares publications for newspapers. Ms. Barton said she thinks because of her assistance the City has seen improvements in economic development that we might not otherwise have been considered for. Typically, a position like this is paid \$65,000-85,000 annually; we looked at it from the standpoint that we don't have funding for a full time position and thought we would test the waters. She has done a great job. She put information out regarding things coming to the city such as Panera Bread, Fairfield Inn, Cracker Barrel, etc. Also, a story surfaced last week that was untrue and she contacted the media to inform them of that and they pulled the online story. She was instrumental in the wastewater treatment plant open house in terms of coverage. She did a press release on the job fair this past weekend and we got coverage for that. She has done a remarkable job in marketing the city. She has done some other work for the city outside the scope of the contract for no additional fee. She previously worked for KMBZ 9 TV and a news radio station. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2018-31: **An ordinance approving a revised Preliminary Plat for Traditions, part of lot 2, a 113 acre R-3 Planned Unit Development located on the east side of Mullen Road, north of East Cambridge Road, City of Belton, Cass County, Missouri.** Presented by Councilman Savage, seconded by Councilman Trutzel. Councilwoman Peek said there was discussion brought up at a work session by Police Chief James Person pertaining to the parking and she has some issues with the parking for emergency vehicles, visitors and people living there. Matt Schlicht, Engineering Solutions, 50 SE 30<sup>th</sup> Street, Lee's Summit, addressed the Council. He said with the redesign we have added some parking spaces and have agreed to add another lot to the east side, and is fine with no parking on one side of the street. All units have garages and enough set back to park in the driveway; we have increased the number of parking spaces from our original design. We have 23 units built and have not had any concerns or comments. Councilwoman Peek asked about emergency vehicles. Fire Chief Larkey said it is nice to have one side of the street as no parking. Police Chief James Person chimed in that as long as they have additional off street parking lots it should be okay. There was some discussion regarding the trail and development to 173<sup>rd</sup> Street. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2018-32: **An ordinance authorizing the City of Belton, Missouri through its Fire Department to enter into a Memorandum of Understanding with the City of Grandview, Missouri, Mount Pleasant Fire Protection District, South Metro Fire Protection District, West Peculiar Fire Protection District and Western Cass Fire Protection District to participate in the feasibility study and administer the Professional Services Contract with Emergency Services Consulting International, Inc. Regarding a potential consolidation plan.** Presented by Councilwoman Peek, seconded by Councilman Savage. Councilwoman Peek asked if any other cities/districts have signed or are we the first. Fire Chief Norman Larkey said everyone else has signed the MOU, which is the next item on the



agenda, we are the last to sign. Councilman Lathrop asked about the fee. Chief Larkey explained the process, which is on page 64 in the agenda document. The city's portion is about \$13,000. The advantage is we act as one large department when we respond to calls as it is now, but we don't have the same SOP's, same philosophy, etc. We would physically train together. Councilman VanWinkle said as Chief Larkey alluded to, he thinks if everyone is under the same operating procedures and it would increase safety and efficiency. **Councilwoman Peek moved to hear the final reading.** Councilman Fletcher seconded. All voted in favor. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Lathrop. Councilman VanWinkle said after reading the proposed contract, he assumes there would be public hearings and public input. Chief Larkey said yes. Being no further discussion, the Council was recorded and the following vote recorded; Ayes: 9, Councilman VanWinkle, Councilwoman Peek, Councilman Savage, Mayor Davis, Councilwoman Davidson, Councilmen Lathrop, Fletcher, Trutzel, and Finn; Noes:None; Absent: None. Bill No. 2018-32 was declared passed and in full force and effect as Ordinance No. 2018-4432, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-33: **An ordinance authorizing the City of Belton, Missouri through its Fire Department to enter into a Professional Services Contract with Emergency Services Consulting International, Inc. to conduct a feasibility study regarding a potential consolidation of city fire services and district fire protection services including emergency medical services with the City of Grandview, Mount Pleasant Fire Protection District, South Metro Fire Protection District, West Peculiar Fire Protection District and Western Cass Fire Protection District.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Councilwoman Davidson asked if the contract has been signed by the other cities/districts. Fire Chief Norman Larkey said no, we are the lead agency with the vendor. The other entities have signed the MOU. Vote on the first reading was recorded with all voting in favor. **Councilman Fletcher moved to hear the final reading.** Councilwoman Peek seconded. All voted in favor. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Savage. Councilman Trutzel asked for clarification if Loch Lloyd falls into this. Chief Larkey said their contract falls under Mt. Pleasant Fire Protection District. We have had meetings with Loch Lloyd and they are 100% on board with this. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Fletcher, Trutzel, Councilwoman Davidson, Councilmen Finn, Savage, Lathrop, VanWinkle, Councilwoman Peek, and Mayor Davis; Noes: None; Absent: None. Bill No. 2018-33 was declared passed and in full force and effect as Ordinance No. 2018-4433, subject to Mayoral veto. Fire Chief Larkey said this is a five month process and requested both readings so they can get this going as soon as possible.

## **RESOLUTIONS:**

Ms. Ledford read Resolution R2018-21: **A resolution approving and authorizing Task Agreement No. 2018-1 with Superior Bowen Asphalt Company, LLC in a not-to-exceed amount of \$2,553,014.00 to complete the 2018 Street Preservation Program.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Councilwoman Davidson asked when the work will start. Ms. Barton said tomorrow if this is approved tonight. Mayor Davis asked about the streets in Apple Valley. Michael Christopher, Assistant City Engineer, said we base our rates off of OCI ratings and Apple Valley's OCI ratings are a step above many of the other roads in the City. Ms. Barton said when we brought this to the Council last fall; we talked about our roads with the lowest OCI rating. While Apple Valley may be coarse to drive on it does not meet the low OCI rating as the ones designated do. Mayor Davis asked when we will be able to get Apple Valley fixed. Ms. Barton said we hope to address it in a future bond issuance at a no tax increase to the citizens. We did look at a 2" overlay for Apple Valley but the cost would be about

\$338,000. There was then discussion about chip and seal roads. Councilman Savage asked if we need to do some temporary patch work on Apple Valley to keep it up until next year. Mr. Christopher said the transportation department does have base repairs scheduled for this year. We are focusing on the worst that we have in our system. With future bond issuances we are hoping to be able to reach much farther than we did on the roads we have listed. Councilman Savage asked if Apple Valley streets are holding water causing it to deteriorate faster and are we doing patch work in Apple Valley on the areas that are the worst. Mr. Christopher said he would have to defer to the street superintendent pertaining to Apple Valley, but as far as holding water, it would be on a case by case basis. We have a lot of springs and spider cracking. Ms. Barton said we have been doing some patching in that area already this year. Councilman Savage said he feels as though his questions are not getting answer and asked that staff come back with a direct report. Monte Johnson, Street Superintendent, addressed the Council. He said there are some repairs that need to be made in Apple Valley and there are some areas that do hold water. He has his list of the worst streets in need of repair and Apple Valley is not on his list. Councilman Trutzel asked if the OCI is done by core sampling or visual. Mr. Johnson said it is visual. Councilman Lathrop noted on a different road, Mullen Road by HyVee, the island appears to be holding water as there is always standing water in that area. Mr. Johnson said they would look into it. Being no further discussion, vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Ledford read Resolution R2018-22: **A resolution approving Task Agreement No. 2018-4 with Olsson Associates under the On-Call Engineering Agreement per ordinance 2016-4187 to perform a site investigation and environmental remediation at Street Barn Lane at a previous underground storage tank location in a not-to-exceed amount of \$11,875.00.** Presented by Councilman Lathrop, seconded by Councilman Savage. Ms. Barton said this is cleaning up paper work at the EPA's direction. Vote on the resolution was recorded with all voting in favor. Resolution passed.

#### **CITY COUNCIL LIAISON REPORTS:**

Councilwoman Peek, Park Board Liaison, provided the following Park report:

- The Park has a new director, Brian Welborn, from Higginsville. He will start April 30.
- There is still time to vote in the Meet Me at the Park Campaign to nominate Belton for a chance to receive a \$20,000 grant for improvements to one of our local parks. Voting ends April 30th. Find the link to vote by going to the Belton Parks & Rec web page or their Facebook Page. You can vote once a day.
- Friday and Saturday, June 1 and 2 will be the 2nd annual SummerFest in Belton's Memorial Park sponsored by Sprint. Free concerts both nights, food trucks, crafters, inflatable's for all ages, a huge beer garden with fireworks Saturday night at 9:30.
- Theater in the Park starts June 8th with Peter Pan.
- The next Food Truck Friday will be May 18th. Check the Belton Parks & Rec web page for more information.

Mayor Davis asked about the log cabin in Memorial Park. Councilwoman Peek said they hope to start on the foundation and dedicate it along with the rose garden. Chief Person said this was a topic at a recent DRC meeting. Kevin Feedback with the park department is getting permits and hopes to get it going as soon as possible.

Mayor Davis said there was a tree dedication for Norma Nelson (aka Mrs. Claus). A blooming

magnolia was planted in her honor.

Mayor Davis said Faye Wallace was nominated for the Lt. Governor Senior Service Award.

### **MAYOR'S COMMUNICATIONS:**

Mayor Davis gave kudos to the job fair organizers, Carolyn Yatsook, Economic Development Director, and Diane Huckshorn, Executive Director of the Chamber of Commerce. Ms. Yatsook said there were 700 jobs available and it was well attended. It was a great success. Cerner was there; they have some customer service phone related work and patient services jobs available.

Mayor Davis asked if Ms. Yatsook has any development reports. Ms. Yatsook said Panera Bread will open the first or second week in June, Ross Dress for Less in July, Cracker Barrel in the fall and Fairfield in the fall of 2019.

### **CITY MANAGER'S REPORT:**

- Ms. Barton announced there is an elected officials training conference on May 11 at Park University. Since we are MPR members the fee is waived.
- Missouri Municipal League (MML) Elected Officials Conference is June 7-8. She will be attending and if any Council members wish to attend let the City Clerk know.
- May 24 the City of Harrisonville will be hosting the MML West Gate meeting. Richard Sheets, Deputy Director, will give a legislative wrap up.
- Ms. Barton announced Celia Duran, the new Public Works Director

#### May Meetings

5/1 work session \_ 7:00 P.M.  
5/8 regular session – 7:00 P.M.  
5/15 special meeting – 7:00 P.M.  
5/22 regular session – canceled

Ms. Barton said there is nothing scheduled for the May 1 work session and suggested canceling it. **Councilwoman Peek moved to cancel the May 1 work session.** Councilman Lathrop seconded. All voted in favor. Motion carried.

Police Chief James Person announced that Saturday, April 28 is Police DEA Drug Take Back Day. Unused prescription drugs can be dropped off between 10:00 A.M.-2:00 P.M. at Price Chopper and any time they can be dropped off at the police station. Ms. Barton reminded people not to put unused drugs in our water system, but to dispose of them properly.

Chief Person said that the High School after graduation party is May 11 starting at midnight. He will be at the event along with some school resources officers and some detectives. He is sure any other chaperones would be appreciated. Belton Cares has been putting on this event for 30 years. It is very well attended and they give out a lot of prizes to the graduates. Councilwoman Davidson said they are still looking for donations for prizes.

Councilman Fletcher said the Belton Research 5K for Health is May 5. He has a small City team. Chief Person said he sits on the hospital board and at this point they have raised \$49,500 and their goal is \$60,000. Anyone that would like to sign up for a team or be individual walker, we would be happy to accommodate them.



**OTHER BUSINESS:**

Councilman Lathrop distributed a hand out that he received at the Cass County League of Cities from the Cass County Assessor's office delineating real estate by residential, agricultural and commercial and there worth in every city in Cass County.

Councilwoman Peek said she noticed construction at Taco Bueno and asked if a design change was made. Ms. Barton said the plans were approved; they met engineering design criteria.

At 8:16 P.M., Councilwoman Peek moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and to discuss 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 Finn seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, VanWinkle, Lathrop, Savage, Fletcher, Finn, Councilwomen Davidson and Peek; Noes: None; Absent: None.

The Council returned from Executive Session at 9:17 P.M. Being no further business, Councilwoman Peek moved to adjourn. Councilman Finn seconded. All voted in favor. Meeting adjourned.

  
\_\_\_\_\_  
Patti Ledford, City Clerk

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

# **SECTION IV**

## **B**



CITY OF BELTON  
CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 8, 2018  
ASSIGNED STAFF: James R. Person, Chief of Police  
DEPARTMENT: Police

Approvals

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

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

**ISSUE/REQUEST:** A request to purchase ASP lightweight expandable batons and holders from GT Distributors, Inc., in the amount of \$4,396.54.

**PROPOSED CITY COUNCIL MOTION:** A motion to approve the purchase of 34 ASP batons and holders for the total amount of \$4,396.54 from GT Distributors, Inc.

**BACKGROUND:** The police department researched a more versatile lightweight expandable baton that will attach to the exterior carrier Molle vests that were purchased in FY18 budget. These collapsible batons are made of polycarbonate and will be consistent with our mission of reducing equipment carrying weight and overall weight re-distribution. The current baton is made by Manadonock and is made of steel.

**IMPACT / ANALYSIS:** The funds were budgeted in the FY19 budget. The original request was for 40 batons at \$5,172.40, and was reduced to 35 batons. In order to stay within original purchase quote, the number of batons requested was reduced to 34. One baton is \$101.88 and one case is \$27.43 for a total of \$4,396.54.

**FINANCIAL IMPACT**

Contractor:	GT Distributors
Amount of Request/Contract:	\$4,396.54
Amount Budgeted:	\$ 35,000.00
Funding Source:	010-3800-400-4011
Additional Funds	
Funding Source	Safety
Encumbered:	\$
Funds Remaining:	\$ 25,844.46

<b>TIMELINE</b>	Start:	Finish:
<p><b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>  Two other bids are attached along with the budget request memo. Two additional bids are higher. See item 6 on memo.</p>		

<b>STAFF RECOMMENDATION:</b>
<b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b> Date: Action:

Memo from Lt. George  
GT Distributors, Inc. quote  
Kelley's Police & Tactical Supply quote  
ASP quote



## Belton Police Department

# Memo

To: Chief Person #100  
From: Lt. George #307  
Date: 09-30-17  
Re: Budget Requests 2018-2019

---

The following requests are in priority order.

1. Requesting a 2<sup>nd</sup> Molle Vest system for road officers and SRO's. With daily usage over time, dirt has been noticed on the material which requires it to be washed. The test and evaluation vests have been getting washed at a rate of about once a month. Cutting that time in half with two vests will save the life of the material. Additionally, during shift there may be an occasion where a change of uniform is needed. The vests could be funded through safety as they were last year. Total cost for 28 road officers and 5 SRO's is **\$5674**. I would request using the same vendor, 1631 Police Products.
2. The LEEBG Grant was submitted in early September of 2017. Total funds available from the grant were \$9999. The justification for the equipment was to outfit an additional police vehicle due to adding staffing on the road. The total cost of outfitting the additional vehicle was **\$12,086**. This does not include a dash mounted radar system as the vehicle being outfitted is the new supervisor vehicle. The timeframe for grant approval is unknown. If approved the remaining balance would still be **\$2087**. It is necessary to add an additional vehicle to continue to be able to have 3 marked spares in the fleet. This funding could come from drug forfeiture assets if the grant is not approved.
3. The tire deflation devices currently in service are the Stinger System by Federal Signal. Within the last two years I have had to replace 3 sets at



\$475 each. I have also had to file two insurance claims with this accordion style system. The deployment and retraction dynamic of this system has been bulky, awkward, and cumbersome. I am requesting to purchase 10 sets of "Stop Sticks" for a total cost of **\$4594**. This system is smaller, more compact, and more user friendly. The system is simplistic, and more easily deployable. Once a set is used in the field it is discarded and replaced at no cost. Therefore, this would be a one-time purchase as replacements are for life. The majority of Kansas City metropolitan agencies are using this system. Funding could come from safety. "Stop Stick" is its own corporation.

4. Drones are becoming increasingly popular in surrounding agencies. Aerial surveillance has become very beneficial in law enforcement for a myriad of reasons. Surveillance, crime scene and accident scene investigations, and suspect searches are some of the benefits of aerial imaging. The training is free and the certifications are through the FAA, which area also free. The cost for an entry level drone from Multicopter Warehouse is **\$2907.95**. This could be purchased from drug forfeiture assets.
5. Officers have requested to have a training shirt for uniformity. The request was for a dri-fit type shirt with the police department badge and officer's name. Officer Maynard did the research and located an on-line company with the embroidery and personalization with a flat fee. Under Armour brand for 50 shirts was total of **\$1999.00**. Nike brand for 50 shirts was **\$1599.60**, and Adidas brand for 5 shirts was **\$1199.60**. This could come from the uniform budget. For the last two years we have been efficient with using current uniform supply. If necessary a policy can be obtained for usage. We may have leftover funds from uniform from this year's current budget.
6. With the recent uniform transition, one of the goals has been weight redistribution. The current Manadnock steel straight stick is designed to be worn on the duty belt. The request is for a lighter weight, smaller collapsible stick made of polycarbonate. We currently have two officers in-house that are certified instructors and our certification course is a POST approved course with Belton PD being the training provider. GT Distributors provided the best bid. 40 ASP's with holder was quoted at **\$5172.40**. If necessary this purchase could be reduced to 33 for just road officers and SRO's for a total of **\$4267.23**.
7. Cpl. Baker is requesting two new Laser units for the traffic division. The Pro-Laser 4 is the latest system, which comes with rechargeable batteries, carrying case, and computer interface through USB cable. The total cost

through Kustom Signal is **\$2459**. This could come from safety. This is a wish only.

8. Cpl. Baker is also requesting a LaserCam ProLaser unit. This unit is a video based laser radar system with Wi-Fi capabilities, encryption, GPS, rechargeable battery, carrying case, and computer interface through USB. The total for the unit is **\$6950**. This could come from safety. This is a wish only.
9. Lastly, and also a wish; Cpl. Baker has provided a bid for an advanced drone with multiple capabilities, such as HD camera zoom, night time operation and floor. Total **\$16,960.45**. This could potentially come from drug seizure funds. This is a wish only.

Copies of bids are attached.

Total for all items without LLEBG Grant approval using the Nike dri-fit shirt and the advanced drone: **\$55,495.45**

Total with LEEBG grant approval, 33 ASP's, Nike dri-fit shirt, no video laser, and entry level drone: **\$23,588.78; \$21,129.78 with no radar**

Total without LEEGG grant approval, 33 ASP's, no video laser, and entry level drone: **\$33,587.78**.

The MO Police Chief's Association recently published a newsletter indicating the possible availability for a license plate reader grant. To date I have been unable to locate any other funding source for this equipment. I intend on applying for this grant as I believe this is a necessary and valuable technology tool for patrol. The time frame for grant review and approval is unknown. The cost for one system is **\$19,345** which was quoted in December of 2016. Information about the system is attached.

Additionally, I am still waiting on a proposal from Sgt. Hornbeck regarding justification and cost regarding a firearm transition.

Respectfully Submitted,

Lt. Travis George  
Patrol Division Commander





GT Distributors - Austin  
 P.O. Box 16080  
 Austin TX 78761  
 (512) 451-8298 Ext. 0000

Quote	QTE0071803
Date	9/26/2017
Page:	1

**Bill To:**

Belton Police Department (MO)

**Ship To:**

Belton Police Department (MO)  
 7001 E. 163rd St.  
 Attn: Lt. George  
 Belton MO 64012

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
170926 ASP	8163311500		FACTORY DIRECT		0/0/0000	1,682,868

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
34	ASP-22212*	ASP Talon Disc Loc, Airweight, 40cm, Button F	EA	\$101.88	\$3,463.92
34	ASP-52246*	Asp Envoy 40 Rotating Scabbard	Each	\$27.43	\$932.62

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman was Stefan Whittaker.  
 Lt. Travis George  
 816-331-1500  
 tgeorge@beltonpd.org

Subtotal	\$4,396.54
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$4,396.54</b>



Kelley's Police & Tactical Supply

1320 W. Sunshine

Springfield, MO 65807

417-831-3106

Please accept this as a formal quote.

50 total batons Airweight baton (40) #22212

\$102.24 each

\$5112.00

50 total holders Holder #52246

\$29.53

\$1476.50 total

Grand total: \$6588.50

We look forward to your business. Anything we can do, please give us a call!

Respectfully,

Sam Hartley

Operations Manager



21 September 2017

Lieutenant Travis A. George  
Belton Missouri Police Department  
7001 E 163rd ST  
Belton, MO 64012

Lieutenant George:

The following is the ASP price quote that you requested.

Item 22212 - T40AB Foam Airweight Talon Baton (Button) - \$143.00 X 50 = \$7,150.00

Item 52246 - Envoy 40 Scabbard (Snap-Loc) - \$38.50 X 50 = \$1,925.00

Total - \$9,075.00

Since the order would be over \$100.00 there would not be any UPS Ground shipping charges.

There would be Sales Tax charged unless your agency is tax-exempt and the tax-exempt number is provided at the time of ordering.

This quote is good for a period of 30 days.

Sincerely,

**ASP, INC**

Sally Stuckey  
Customer Service Representative

# **SECTION IV**

## **C**



**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: May 8, 2018  
 ASSIGNED STAFF: James R. Person, Chief of Police  
 DEPARTMENT: Police

Approvals

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

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

**ISSUE/REQUEST: Approval for purchase of internet firewall in the amount of \$8,465.29 from ENT (Essential Network Technologies).**

**PROPOSED CITY COUNCIL MOTION:** A motion approving the purchase of a 5 year internet firewall for the Belton Police Department from ENT (Essential Network Technologies) for \$8,465.29.

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

Money was allocated in the FY19 budget for the purchase of a new internet firewall for the Belton Police Department. The current firewall does not provide the department coverage from the current levels of attacks received.

**IMPACT / ANALYSIS:**

The new internet firewall will protect data for the next five years. There were three bids received and ENT (Essential Network Technologies) is the recommended vendor for this purchase. This firewall will protect the data for the next five years.

**FINANCIAL IMPACT**

Contractor:	ENT (Essential Network Technologies)
Amount of Request/Contract:	\$8,465.29
Amount Budgeted:	\$38,550.00
Funding Source:	232-0000-495740
Additional Funds	
Funding Source	
Encumbered:	\$ 8,465.29
Funds Remaining:	\$ 30,084.71

<b>TIMELINE</b>	Start:	Finish:
-----------------	--------	---------

**OTHER INFORMATION/UNIQUE CHARACTERISTICS:**

**STAFF RECOMMENDATION: Approved**

**OTHER BOARDS & COMMISSIONS ASSIGNED:**  
 Date:  
 Action:

Memo from Lt. Norman Shriver  
 ENT (Essential Network Technologies) quote  
 CDW-G quote  
 Worldwide Technology quote



**Belton Police  
Department**

# Memo

**To:** Chief James R. Person  
**From:** Lt Norman Shriver  
**Date:** 04-13-18  
**Re:** New firewall purchase

---

In the current year, money was allocated for the purchase of a new internet firewall for the department. The current one is over 5 years old and does not provide the department coverage from the currently levels of attacks going on. I requested bids for a new Fortinet Fortigate 200E firewall with a 5 year software package. Bids were received from ENT of St Charles MO, World Wild Technology of St Louis MO and CDW-G of Vernon Hills IL. These bids are attached and the pricing is below.

ENT (Essential Network Technologies)	\$8465.29
CDW-G	\$9035.45
World Wide Technology	\$9534.04

All bids were for the same Fortinet bundled product. All prices are with the allocated budget for this project. I would recommend purchasing the firewall from ENT as they are the lowest bidder. We have purchase items from them in the past without any issues and we currently have our firewall software packages with them.

I request this be placed on the next regularly scheduled council agenda for their approval.

Respectfully Submitted:

LT. Norman Shriver





# QUOTE

Quote Number ENTQ6575  
Date Mar 12, 2018

t. 636-477-6301 f. 636-477-6302

Sold To	Ship To	Your Sales Rep
<b>BELTON POLICE DEPARTMENT</b> Norman Shriver 7001 East 163 Street Belton, MO 64012	<b>BELTON POLICE DEPARTMENT</b> Norman Shriver 7001 East 163 Street Belton, MO 64012	<b>Joseph Walsh</b>  636-477-6307  jwalsh@essentialnetworktech.com
Phone 816-348-4416	Phone 816-348-4416	

Qty	Part Number	Description	Unit Price	Ext. Price
		5 Year 24x7		
1	FG-200E-BDL-950-60	FORTINET INC. : 18x GE RJ45 (including 2x WAN ports, 1x Mgmt port, 1x HA port, 14x switch ports), 4x GE SFP slots. SPU NP6Lite and CP9 hardware accelerated	\$8,465.29	\$8,465.29
<b>SubTotal</b>				\$8,465.29
<b>Tax</b>				\$0.00
<b>Shipping</b>				\$0.00
<b>Total</b>				<b>\$8,465.29</b>

SHIPPING AND HANDLING CHARGES MAY APPLY.  
 PRICES SUBJECT TO CHANGE. PRICES BASED UPON TOTAL PURCHASE. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. ANY HARDWARE PROPOSED MAY/MAY NOT, AT THE MANUFACTURER'S SOLE DISCRETION, INCLUDE MANUFACTURER'S WARRANTY. SHOULD CUSTOMER'S WARRANTIES OR SERVICE/SUPPORT AGREEMENTS BE REQUIRED AND FOUND TO BE AVAILABLE, THEY WILL BE QUOTED SEPARATELY. ENT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. ENT SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE DAMAGES RELATED TO THIS AGREEMENT. ENT RETAINS A SECURED INTEREST IN ALL HARDWARE UNTIL PAYMENT IN FULL FOR SAME IS RECEIVED. LATE PAYMENTS MAY INCUR FINANCIAL CHARGES. HARDWARE RETURNS REQUIRE PRIOR NOTICE OF 2. RETURN MATERIALS ATTENTION: RMA# FROM ENT. MINIMUM 1% RESTOCKING FEE MAY APPLY. ALL RETURNED PRODUCT MUST BE UNOPENED AND IN ORIGINAL PACKAGING.

924 Hemsath Rd., St. Charles, MO 63303

**Subject:** CDW-G Quote Confirmation: Quote #JRVM319/P.O. Ref. JRVM319  
**From:** "Eric McHugh" <ericmch@cdwg.com>  
**Date:** 4/12/2018, 4:39 PM  
**To:** <nshriver@beltonpd.org>

[View in a browser](#)

CDW-G

**Quote Confirmation**

**DEAR NORMAN SHRIVER,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JRVM319	4/9/2018	JRVM319	7794055	\$9,035.45

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>Fortinet FortiGate 200E - UTM</b> Bundle - security appliance - with 5 years Fo Mfg. Part#: FG-200E-BDL-950-60 UNSPSC: 43222501 Contract: Education Plus (Missouri Schools) (018-A)	1	4499927	\$9,035.45	\$9,035.45

**SHIPPING DETAILS**

**Shipping Address:**  
 BELTON POLICE DEPT  
 NORMAN SHRIVER  
 7001 E 163RD ST  
 BELTON, MO 64012-4614  
**Phone:** (816) 331-5522  
**Shipping Method:** DROP SHIP-GROUND  
**Payment Terms:** Net 30 Days-Govt State/Local

<b>SUBTOTAL</b>	\$9,035.45
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	\$9,035.45

[Convert Quote to Order](#)

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

**Eric McHugh** | (877) 680-6948 | [ericmch@cdwg.com](mailto:ericmch@cdwg.com)

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at <https://www.apple.com/legal/internet-services/icloud/en/terms.html>) and any other terms and conditions provided by Apple.

**Help and Information:** [Support](#) | [About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This email was sent to [nshriver@beltonpd.org](mailto:nshriver@beltonpd.org).  
Please add [cdwsales@cdwemail.com](mailto:cdwsales@cdwemail.com) to your address book.

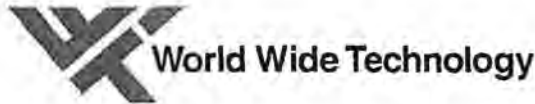
© 2018 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239  
SPS-QC:002 | SPS 1 | Customer #: 7794055 | SPS19f46eb6-ae65-41aa-a07b-a2886ba804d4

— Attachments: —

---

JRVM319.pdf

60.6 KB



Sales Quotation	Submitted By	Submitted To
Quote Number: 4654043.2	ISR: Divjak, Jay	Norman Shriver
Customer: City of Belton, MO	P: (314) 569-7786	P: 816-348-4416
Quote Date: 04/10/2018	Jay.Divjak@wwt.com	nshriver@beltonpd.org
Quote Name: Fortinet	AM:	

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	FG-200E-BDL-950-60 FORTINET	Call	1	\$9,534.04	\$9,534.04
Description: FORTINET INC. : 18x GE RJ45 (including 2x WAN ports, 1x Mgmt port, 1x HA port, 14x switch ports), 4x GE SFP slots. SPU NP6Lite and CP9 hardware accelerated FORTIGATE 200E PLUS 5YR 24X7 **Promotional Price Ends: 06/30/2018**					

Totals	
Product Total	\$9,534.04
Maintenance Total	\$0.00
Customer Total	\$9,534.04
Estimated Shipping	TBD
Estimated Tax	TBD
<b>Total Price:</b>	<b>\$9,534.04</b>

This quote is WWT Confidential Information.  
 Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.  
 Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.  
 Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.  
 Products may only be returned in accordance with the original manufacturer's RMA policy.  
 Items returned after 30 days of receipt may not be returnable due to vendor restrictions.  
 All delivery dates are approximate and not guaranteed.  
 Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.  
 Title and risk of loss will transfer to Buyer at WWT's shipping point.  
 Payment terms are net 30, unless otherwise agreed to by both parties in writing.  
 All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.  
 Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

# **SECTION IV**

## **D**



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 8, 2018
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police

Approvals

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

Table with 4 columns: Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: Request to purchase a Lidar Laser Cam 4 from Kustom Signals, Inc., in the amount of \$7,088.18.

PROPOSED CITY COUNCIL MOTION: Motion to approve the purchase of a Lidar Laser Cam 4 from Kustom Signals, Inc. in the amount of \$7,088.18. The Police Department's Hazardous moving grant enforcement will be reimbursed 100% for the purchase by the Missouri Department of Transportation in cooperation with NHTSA.

BACKGROUND: (including location, programs/departments affected, and process issues) The Lidar Laser Cam 4 was developed to decrease aggressive driving related to fatalities. It was developed and implemented to focus on Hazardous moving violations.

IMPACT / ANALYSIS:

The Lidar laser cam 4 will enhance and improve modern traffic enforcement strategies and operation. It will also improve reliability efforts for traffic enforcement.

**FINANCIAL IMPACT**

Contractor:	Kustom Signals Inc.
Amount of Request/Contract:	\$7,088.18
Amount Budgeted:	N/A
Funding Source:	Missouri Department of Transportation through cooperation with NHTSA.
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

<b>TIMELINE</b>	Start:	Finish:
<p><b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>                  Purchase is from cooperative bid State of Missouri contract #C114080003</p>		

<p><b>STAFF RECOMMENDATION: Approved</b></p>
<p><b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b>                  Date:                  Action:</p>

Lt. George memo to Chief Person  
 Reimbursement from Department of Transportation through NHTSA  
 Kustom Signals Quote  
 Kustom Signals Terms and Conditions





**Belton Police  
Department**

# Memo

To: Chief Person  
From: Lt. George  
Date: 04/23/18  
Re: Kustom Signals Laser Cam 4

---

As requested the necessary documentation is attached concerning the purchase and reimbursement of the Kustom Signals Lidar Laser Cam system. You will find the revised MO DOT hazardous moving grant contract, the letter from MO DOT verifying that Kustom Signals is an approved vendor, a screen shot of Belton PD's online hazardous moving grant account where the dollars currently sit, and a quote from Kustom verifying the reimbursement is the same as the original estimate. On Friday April 20<sup>th</sup> I was able to speak with the local sales rep from Kustom (listed below) who requested the city attorney's contact information as he has seen requests in the past to change the terms and conditions of a purchasing contract. Per his request I forward him that information and copied you on that response. This product is has been approved and is compliant with state (MoDOT) and federal (NHTSA) standards.

Nick Rafanan  
Account Manager-North Central region  
Cell: 913.961.0783  
Service/Support: 800.835.0156  
[nrafanan@kustomsignals.com](mailto:nrafanan@kustomsignals.com)  
[www.kustomsignals.com](http://www.kustomsignals.com)

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Travis A. George".

Lt. Travis A. George

**BELTON POLICE DEPT.**

**Grant Application/Contract - Vouchers**

[Grant Application Home](#)

Program	Status	Fiscal Year	Date Started	Date Submitted	Requested	Awarded	Disbursed
<u>TRAFFIC ENFORCEMENT APPLICATION</u> <u>Hazardous Moving Violation</u>	Contract	2018	02/06/2017	03/01/2017	\$16,763.18	\$12,063.18	\$2,160.23

**ADD NEW VOUCHER**

ClaimStart	ClaimEnd	Status	Pay To	Requested Amount	Approved Amount	HSD Percent	Disbursed
<a href="#">Pdf</a> 1/18/2018	1/25/2018	Approved	Belton Police Dept.	\$658.39	\$658.39	100	
<a href="#">Pdf</a> 12/5/2017	12/7/2017	Approved	Belton Police Dept.	\$719.14	\$719.14	100	3/22/2018
<a href="#">Pdf</a> 11/9/2017	11/15/2017	Approved	Belton Police Dept.	\$378.22	\$378.22	100	1/12/2018
<a href="#">Pdf</a> 10/9/2017	10/12/2017	Approved	Belton Police Dept.	\$404.48	\$404.48	100	1/8/2018

**Previous Approved Voucher Totals by Line**

Item	Contract Awarded Amt	Previous Voucher Requested Amt	Previous Approved Voucher Amt	Available To Spend
Personnel Police Officer Overtime - Approximately 108 hours	Overtime and Fringe \$4,000.00	\$2,160.23	\$2,160.23	\$1,839.77
Equipment LIDAR with video imaging and mats- data	Radar \$7,088.18	\$0.00	\$0.00	\$7,088.18
Training LETSAC	Professional Development \$975.00	\$0.00	\$0.00	\$975.00

*Already deleted*

**Previous Approved Voucher Totals by Category**

Category	Contract Awarded Amt	Previous Voucher Requested Amt	Previous Approved Voucher Amt	Available To Spend
Equipment	\$7,088.18	\$0.00	\$0.00	\$7,088.18
Personnel	\$4,000.00	\$2,160.23	\$2,160.23	\$1,839.77
Training	\$975.00	\$0.00	\$0.00	\$975.00

Contract Awarded Amt	Previous Voucher Requested Amt	Previous Approved Voucher Amt	Available To Spend
Total	\$12,063.18	\$2,160.23	\$9,902.95

[Grant Application Home](#)

# Quotation



## KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2408  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

Date 04/24/2018

To... JOHN BAKER  
BELTON POLICE DEPT  
  
7001 E 163RD ST  
BELTON MO 64012-4614

Quote # 617977765421NC  
Terms Net 30  
This Quote Expires on 07/23/2018  
Phone 816-331-5522  
Fax 816-348-4455

Qty	Product Description	UnitPrice	SubTotal
	***Missouri State Contract Pricing*** #C114080003		
1	LaserCam@ 4 powered by ProLaser@ 4 bundle includes Wi-Fi, AES 256 encryption, compass, inclinometer, GPS, Li-polymer rechargeable battery, AC battery charger, USB to PC Cable, 16 GB video memory (8+ hours), hard carry case and ProLog LITE video laser back	\$7,088.18	\$7,088.18
	SHIPPING & HANDLING COSTS INCLUDED	\$0.00	\$0.00
<b>Total</b>			<b>\$7,088.18</b>

Signature 

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Nick Rafanan Account Manager - North Central  
9652 Loiret Blvd  
Lenexa, KS 66219 nrafanan@kustomsignals.com

Toll Free 800-4KUSTOM (800-458-7866)



# Quotation

## KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

Date 04/24/2018

To... JOHN BAKER  
BELTON POLICE DEPT

7001 E 163RD ST  
BELTON MO 64012-4614

Quote # 1076987705838NC  
Terms Net 30  
This Quote Expires on 07/31/2017  
Phone 816-331-5522  
Fax 816-348-4455

Qty	Product Description	UnitPrice	SubTotal
	***Missouri Contract State Pricing***#C114080003		
1	LaserCam® 4 powered by ProLaser® 4 bundle includes Wi-Fi, AES 256 encryption, compass, inclinometer, GPS, Li-polymer rechargeable battery, AC battery charger, USB to PC Cable, 16 GB video memory (8+ hours), hard carry case and ProLog LITE video laser back	\$7,088.18	\$7,088.18
	SHIPPING & HANDLING COSTS(included)	\$0.00	\$0.00
	***popular options NOT included in total price below***		
	LaserCam 4 Tripod kit (includes tripod, fluid video head, and LC4 adapter) NOTE: Add \$29 (Domestic US) for tripod kit shipping	\$705.95	\$0.00
	Rugged mobile color printer with battery & Bluetooth for wireless roadside printing	\$705.95	\$0.00
	Video memory upgrade to 32 GB (>17 hours record time) factory install only	\$197.95	\$0.00
	12 VDC Corded Handle with in-car adapter	\$254.50	\$0.00
	Additional 3.7 VDC Li-polymer rechargeable battery	\$197.95	\$0.00

Total \$7,088.18

Signature

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Nick Rafanan Account Manager - North Central  
9652 Loiret Blvd  
Lenexa, KS 66219 nrafanan@kustomsignals.com

Toll Free 800-4KUSTOM (800-458-7866)

**KUSTOM SIGNALS, INC.**  
**TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have cotition of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of ~~Kansas~~ Missouri without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of ~~Kansas~~ Missouri for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of ~~Jackson County, Kansas~~ Cass County, Missouri or the United States District Court, ~~District of Kansas~~ Western District of Missouri. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.  
Attn: Sales Dept.  
9652 Loiret  
Lenexa, KS 66219

*Subject to and without waiving the Buyer's rights of sovereign immunity and to the extent permitted by Missouri law,*

*OK  
[Signature]*

*OK  
[Signature]*

**SECTION IV**  
**E**





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 8, 2018

**DIVISION:** Public Works/ Water Services

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

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

**ISSUE/RECOMMENDATION:**

The FY19 budget contains funds to replace UV (Ultra Violet) disinfection bulbs, wiper seals, and O-rings in Channel 1 at the Wastewater Treatment Facility. The bulbs for disinfecting the facility's effluent are limited by hours of operation. The Trojan Company guarantees proper performance up to 12,000 hours. Channel 1 bulb banks have 11,000 + hours of operation and are in need of replacement. This is also an opportune time to replace the wiper seals and O-rings since the bulbs need to be removed to perform this replacement. This is the first bulb replacement since the UV treatment process system began in April 2012.

The cost for the replacement is \$41,424.30. The Ray Lindsey Company is the sole source for the replacement parts and the region's approved service center. Disinfection is required to be performed from April 1 to October 31 by the City's State-Issued Operating Permit. Work will be completed as soon as it can be scheduled by the Ray Lindsey Company after parts are received.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Ray Lindsey Company	
Amount of Request/Contract:	\$	41,424.30
Amount Budgeted:	\$	140,000.00
Funding Source:	660-0000-400-2020 WWTF Plant Maintenance	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	98,275.70

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approval as a Consent Agenda Item to replace UV disinfection bulbs, wiper, seals, and O-rings in Channel 1 at the Wastewater Treatment Facility purchasing needed parts and service from sole source Ray Lindsey Company for a FY19-budgeted amount not-to-exceed \$41,424.30.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Attachment A: Quote from Ray Lindsey Company
- Attachment B: Sole Source and Guarantee Letter

**Quote**

17221 Bel Ray Place  
 Belton, MO 64012  
**Phone:** 816-388-7440  
**Fax:** 816-388-7434

<b>Date</b>	4/3/2018
<b>Quote No.</b>	Q20151656

Name / Address
City of Belton 506 Main Belton, MO 64012

Ship To
City of Belton Wastewater Treatment Plant Attn: Rex 816-331-7789 21200 Mullen Rd. Belton, MO 64012

Cust. P.O.	Est. Ship Date	Rep	Ship Via	FOB	Project/Job
TBD	4/10/2018	MWB	BEST WAY	FACTORY	
Qty	Item Description		Unit Cost (ea)	Extended Price	
96	Trojan PN# 794447-ORD LAMP, GA64T6HE ANGLE BASE		369.33	35,455.68	
10	Trojan PN# 316144P SLEEVE SEAL O-RINGS PKG OF 10		1.73	17.30	
200	Trojan PN# 327021 WIPER SEAL		9.00	1,800.00	
2	Trojan PN# 901507 ACTICLEAN CLEANER GEL CASE OF 4		187.33	374.66	
2	Trojan PN# 005066 FOOD GRADE GREASE		13.33	26.66	
3	Labor Service ONSITE LABOR / PER DAY		1,250.00	3,750.00	
				<b>Total</b>	<b>\$41,424.30</b>



April 5, 2018

Belton WWTP  
21200 South Mullen Road  
Belton, MO  
64012

**RE: Trojan System Replacement Parts**

In the Engineered Submittal Package for the Trojan System, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, Acti-clean Gel, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, specialized system components may be purchased and contracted from Ray Lindsey Company in your state. In Belton, MO the exclusive manufacturer representative for parts and service is Ray Lindsey Company.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me at 1-800-291-0851.

Best regards,  
**TROJAN TECHNOLOGIES**

A handwritten signature in black ink, appearing to read "Mike D'Oria", is written over the company name.

Mike D'Oria  
Municipal Territory Representative

# **SECTION IV**

## **F**



**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: May 8, 2018  
 ASSIGNED STAFF: James R. Person, Chief of Police  
 DEPARTMENT: Police

Approvals

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

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

**ISSUE/REQUEST:** A request to purchase stop stick tire deflation devices from Stop Stick LTD in the amount of \$4,759.00.

**PROPOSED CITY COUNCIL MOTION:** Motion to approve 10 sets of tire deflation devices (1 set per patrol car) for the total amount of \$4,759.00 from Stop Stick LTD.

**BACKGROUND:** The police department researched the most up to date and recommended tire deflation system available on the market. Several local departments were surveyed and the top recommended system is the "Stop Stick" tire deflation system. Its ease of use, and lightweight construction, makes is much easier to deploy with higher success rates as compared to our current system which is much larger, heavier, and difficult to deploy. The cost benefit ratio is also much better with Stop Stick as compared to the current used Stinger system, as replacement sticks are free of charge within the first 5 years of acquisition.

**IMPACT / ANALYSIS:**  
 These funds were budgeted in the FY19 budget. The cost per system is \$465 and shipping is \$109.

**FINANCIAL IMPACT**

Contractor:	Stop Stick
Amount of Request/Contract:	\$4,759.00
Amount Budgeted:	\$35,000.00
Funding Source:	010-3800-400-4011
Additional Funds	
Funding Source	Safety
Encumbered:	\$ 4,759.00
Funds Remaining:	\$ 30,241.00

<b>TIMELINE</b>	Start:	Finish:
<p><b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>                  Our current system is Federal Signal and there are no other manufacturers for the particular deployment style we are requesting.</p>		

<p><b>STAFF RECOMMENDATION:</b></p>
<p><b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b>                  Date:                  Action:</p>

Memo from Lt. George  
 Stop Stick quote and description





# Memo

To: Chief Person #100  
From: Lt. George #307  
Date: 09-30-17  
Re: Budget Requests 2018-2019

---

The following requests are in priority order.

1. Requesting a 2<sup>nd</sup> Molle Vest system for road officers and SRO's. With daily usage over time, dirt has been noticed on the material which requires it to be washed. The test and evaluation vests have been getting washed at a rate of about once a month. Cutting that time in half with two vests will save the life of the material. Additionally, during shift there may be an occasion where a change of uniform is needed. The vests could be funded through safety as they were last year. Total cost for 28 road officers and 5 SRO's is **\$5674**. I would request using the same vendor, 1631 Police Products.
2. The LEEBG Grant was submitted in early September of 2017. Total funds available from the grant were \$9999. The justification for the equipment was to outfit an additional police vehicle due to adding staffing on the road. The total cost of outfitting the additional vehicle was **\$12,086**. This does not include a dash mounted radar system as the vehicle being outfitted is the new supervisor vehicle. The timeframe for grant approval is unknown. If approved the remaining balance would still be **\$2087**. It is necessary to add an additional vehicle to continue to be able to have 3 marked spares in the fleet. This funding could come from drug forfeiture assets if the grant is not approved.
3. The tire deflation devices currently in service are the Stinger System by Federal Signal. Within the last two years I have had to replace 3 sets at

\$475 each. I have also had to file two insurance claims with this accordion style system. The deployment and retraction dynamic of this system has been bulky, awkward, and cumbersome. I am requesting to purchase 10 sets of "Stop Sticks" for a total cost of **\$4594**. This system is smaller, more compact, and more user friendly. The system is simplistic, and more easily deployable. Once a set is used in the field it is discarded and replaced at no cost. Therefore, this would be a one-time purchase as replacements are for life. The majority of Kansas City metropolitan agencies are using this system. Funding could come from safety. "Stop Stick" is its own corporation.

4. Drones are becoming increasingly popular in surrounding agencies. Aerial surveillance has become very beneficial in law enforcement for a myriad of reasons. Surveillance, crime scene and accident scene investigations, and suspect searches are some of the benefits of aerial imaging. The training is free and the certifications are through the FAA, which area also free. The cost for an entry level drone from Multicopter Warehouse is **\$2907.95**. This could be purchased from drug forfeiture assets.
5. Officers have requested to have a training shirt for uniformity. The request was for a dri-fit type shirt with the police department badge and officer's name. Officer Maynard did the research and located an on-line company with the embroidery and personalization with a flat fee. Under Armour brand for 50 shirts was total of **\$1999.00**. Nike brand for 50 shirts was **\$1599.60**, and Adidas brand for 5 shirts was **\$1199.60**. This could come from the uniform budget. For the last two years we have been efficient with using current uniform supply. If necessary a policy can be obtained for usage. We may have leftover funds from uniform from this year's current budget.
6. With the recent uniform transition, one of the goals has been weight redistribution. The current Manadnock steel straight stick is designed to be worn on the duty belt. The request is for a lighter weight, smaller collapsible stick made of polycarbonate. We currently have two officers in-house that are certified instructors and our certification course is a POST approved course with Belton PD being the training provider. GT Distributors provided the best bid. 40 ASP's with holder was quoted at **\$5172.40**. If necessary this purchase could be reduced to 33 for just road officers and SRO's for a total of **\$4267.23**.
7. Cpl. Baker is requesting two new Laser units for the traffic division. The Pro-Laser 4 is the latest system, which comes with rechargeable batteries, carrying case, and computer interface through USB cable. The total cost



through Kustom Signal is **\$2459**. This could come from safety. This is a wish only.

8. Cpl. Baker is also requesting a LaserCam ProLaser unit. This unit is a video based laser radar system with Wi-Fi capabilities, encryption, GPS, rechargeable battery, carrying case, and computer interface through USB. The total for the unit is **\$6950**. This could come from safety. This is a wish only.
9. Lastly, and also a wish; Cpl. Baker has provided a bid for an advanced drone with multiple capabilities, such as HD camera zoom, night time operation and floor. Total **\$16,960.45**. This could potentially come from drug seizure funds. This is a wish only.

Copies of bids are attached.

Total for all items without LLEBG Grant approval using the Nike dri-fit shirt and the advanced drone: **\$55,495.45**

Total with LEEBG grant approval, 33 ASP's, Nike dri-fit shift, no video laser, and entry level drone: **\$23,588.78; \$21,129.78 with no radar**

Total without LEEGG grant approval, 33 ASP's, no video laser, and entry level drone: **\$33,587.78**.

The MO Police Chief's Association recently published a newsletter indicating the possible availability for a license plate reader grant. To date I have been unable to locate any other funding source for this equipment. I intend on applying for this grant as I believe this is a necessary and valuable technology tool for patrol. The time frame for grant review and approval is unknown. The cost for one system is **\$19,345** which was quoted in December of 2016. Information about the system is attached.

Additionally, I am still waiting on a proposal from Sgt. Hornbeck regarding justification and cost regarding a firearm transition.

Respectfully Submitted,

Lt. Travis George  
Patrol Division Commander



Quotation

Ship To

Travis George
Belton Police Department [MO]
7001 East 163rd Street
Belton, MO 64012
United States
816-348-4405
tgeorge@beltonpd.org

Bill To

Travis George
Belton Police Department [MO]
7001 East 163rd Street
Belton, MO 64012
United States
816-348-4405
tgeorge@beltonpd.org

Quote Number 2018-713
Terms Net 30 Days
Date 04/04/2018
Sales Person Adam Freeman
Valid Until 05/04/2018
Shipping Fedex
Contract Number
Cooperative

Table with 5 columns: #, Qty., Product, Item Code, Unit Price, Ext. Price. Contains 2 rows of product data.

Quotation Totals

Currency: US Dollar
Subtotal: \$ 4,650.00
Shipping Provider: Fedex
Shipping and Handling: \$ 109.00
Total: \$ 4,759.00

Quotation Accepted By

Quote Number 2018-713
P.O. Number
Print Name
Title
Signature
Date



## **STOP STICK**

### **5 YEAR NO COST REPLACEMENT GUARANTY**

Stop Stick, Ltd. will replace any STOP STICK, rendered unusable from deployment in an actual pursuit at no cost (except for shipping and handling charges) for the five (5) year guaranty period. Cord Reels and Deployment Sleeves will be replaced throughout the guaranty period if the device is deemed unserviceable as a result of use in an actual pursuit. The guaranty period is applicable from the date of delivery.

Your initial supply of replacement STOP STICKS will be sent to you with your order; one (1) replacement STOP STICK for each STOP STICK Rack Kit purchased. For example, if you purchase twenty-five (25) STOP STICK Rack Kits, you receive twenty-five (25) replacement STOP STICKS for your inventory. In the event that this initial supply of replacement STOP STICKS is exhausted, additional replacement STOP STICKS will be supplied free of charge (except for shipping and handling charges only) throughout the guaranty replacement period. You will be provided with sufficient replacement STOP STICKS to equip each covered STOP STICK Rack Kit (9 ft. version – 3 STOP STICKS, 12 ft. version – 4 STOP STICKS). If your department has purchased STOP STICK Rack Kits previously or will be doing so in the future, please be aware that the replacement policy is applied to each separate STOP STICK Rack Kit at the time of purchase. We will track your replacement STOP STICKS and date(s) of purchase. To take full advantage of the STOP STICK guaranty, set up your replacement inventory on a First in – First out (FIFO) basis. Your Stop Stick, Ltd. representative will be more than happy to assist your department in establishing a replacement inventory policy and procedure.

In order to take advantage of our Replacement Guaranty, you must submit Incident Reports covering each STOP STICK damaged. This will document your department's use of all of the replacement STOP STICKS previously provided. For example, in the event that you receive an initial supply of twenty-five (25) replacement STOP STICKS you must submit Incident Reports detailing the use and damage to twenty-five (25) STOP STICKS before replacement STOP STICKS can be provided free of charge. This procedure provides your agency and us with valuable information and will insure that we provide you with an adequate supply of replacement STOP STICKS. Finally, in the event that, during the guaranty period, a Cord Reel or Deployment Sleeve is damaged and becomes unusable due to use in an actual deployment, contact Stop Stick, Ltd. for replacement instructions.



## STOP STICK®

# Tire Deflation/ Pursuit Termination Device

### SAFE

- Plastic housing provides officer safety during deployment and removal from the roadway.
- Deployment sleeve, with attached 80-foot (24m) cord, allows the deploying officer to stand a safe distance from the road.
- Engineered to deflate tires without blowout; hollow Teflon® coated quills act as valves, releasing air at a safe, controlled rate.
- Eliminates the need for time-consuming, costly and potentially hazardous repair to deflation device.
- No debris left on roadway.



### SIMPLE

- STOP STICK® offers the fastest deployment of any tire deflation device.
- Sleeved, trunk-mounted STOP STICKS allow for fast, easy access.
- Lightweight construction - just over 1 pound (.516kg) - makes deployment and retrieval virtually effortless.
- In-sleeve deployment allows an officer to throw device from the side of the road and quickly remove it by pulling the cord reel.
- Multi-directional spikes ensure correct deployment (any side can be facing down).
- Simple design is not dependent on complicated and unreliable technology such as wires.



### EFFECTIVE

- Deflates tires on virtually all vehicles including cars, buses and tractor-trailers.
- Over 30,000 successful documented deployments.
- Can be used by departments with, or without, pursuit policies.





## ACCESSORIES

The two items below are included with each rack.  
May also be purchased separately.

**SLEEVE** Double-sewn nylon ripstop construction.



**CORD REEL** 80 feet (24m) of woven polyester line with comfortable, easy-to-hold handle - an added safety feature for officer deployment.



## STORAGE AND MOUNTING OPTIONS

**MOUNTING TRAY**

- Mountable in Cars, or SUVs, for quick deployment
- Less than one pound
- Dimensions
  - o Length 36 ½ in.
  - o Height 6 ¾ in.



**STORAGE BAG**

- Can be moved between vehicles as needed
- Less than one pound
- Dimensions
  - o Length 39 in.
  - o Height 9 in.
  - o Depth 9 in.



**HOLSTER**

- Durable metal enclosure for SUV or Car storage
- Roughly 5 pounds
- Dimensions
  - o Length 37 ½ in.
  - o Height 9 ¼ in.
  - o Depth 4 in.



# **SECTION IV**

## **G**

**R2018-23**

**A RESOLUTION REAPPOINTING MIKE MILLER AND TERRY WARD AND APPOINTING CHARLIE DALZELL TO THE MUNICIPAL PARK BOARD.**

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

**WHEREAS**, Mike Miller’s term expires June 1, 2018; he is hereby reappointed to serve on the Park Board until June 1, 2021; and

**WHEREAS**, Terry Ward’s term expires June 1, 2018; he is hereby reappointed to serve on the Park Board until June 1, 2021; and

**WHEREAS**, Bruce Chevalier’s term expires June 1, 2018; and

**WHEREAS**, Charlie Dalzell is hereby appointed to serve on the Park Board until June 1, 2021.

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

**SECTION 1.** That the following named individuals shall constitute the Municipal Park Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Denise Elosh	June 1, 2019
George Shrum	June 1, 2019
Paul Fyffe	June 1, 2019
David Daniels	June 1, 2020
Marvin Mickelson	June 1, 2020
Barbara Miller	June 1, 2020
<b>Charlie Dalzell</b>	<b>June 1, 2021</b>
<b>Mike Miller</b>	<b>June 1, 2021</b>
<b>Terry Ward</b>	<b>June 1, 2021</b>
Councilman Liasion – Lorrie Peek	

**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 8<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
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 8<sup>th</sup> day of May, 2018, and adopted at a regular meeting of the City Council held the 8<sup>th</sup> day of May, 2018 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, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 3-20-18

\*Board/Commission of interest PARK BOARD

\*Name CHARLIE DALZELL

\*Phone# 816-804-5912

\*Home Address 7107 E. 163<sup>rd</sup> Terrace  
Belton, MO 64012

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

Yes  No

\*E-mail cod1996@kc.rr.com

Length of residence in Belton 21 years

Why are you interested in serving on this Board or Commission? \_\_\_\_\_

To see the future of the Parks & Recreation  
Continues. To make the Parks & Wellness  
Center Thrive for the citizens of Belton

List other service on local boards or commission: \_\_\_\_\_

Served for 25 years on the Board of The  
Local Chapter 804 of The Air Force Sergeants Association

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

Served for 11 years on The Grandview  
Parks & Recreation Commission

Signature:

\*Required information

# **SECTION VI**

## **C**



**AN ORDINANCE AMENDING SECTIONS 18-1 (a) (3); 20-1; 20-2 (a); 22-5; 22-6 (b); 36-33 (b); 36-34 (c) (3); 36-108 (9); AND 40-2 (c) (d) (1) OF THE UNIFIED DEVELOPMENT CODE TO ELIMINATE INCONSISTENCIES AND PROVIDE LANGUAGE THAT IS EASIER TO UNDERSTAND FOR ALL USERS OF THE CODE.**

**WHEREAS**, the City of Belton adopted the Unified Development Code (“UDC”) December 13, 2011; and

**WHEREAS**, City Staff met with the Planning Commission Subcommittee on March 5, 2018 to discuss various text amendment changes in various chapters; and

**WHEREAS**, Section 18 – 1 (a) (3) – Overlay and Special Purpose Districts provides development standards for Planned Unit Developments, the Old Town Belton Overlay District, the Gateway Commercial Overlay District and the North Scott Corridor Overlay and Design Guidelines. These types of overlays and districts encourage more creative land planning and mixed-use developments and are typically large scale, multi-phase projects that can take several years to complete. Often, several developers are involved in such large developments. Many times, there is a need to make minor changes or adjustments in approved plans, to address changing conditions and the developer’s needs. The code does not include any language describing major and minor changes in approved plans. The code is hereby amended to make provisions for such major or minor changes for overlay and special purpose districts; and

**WHEREAS**, Section 20-1-Zoning Map and Text Amendments outlines the process for a rezoning or text amendments. The section is hereby amended to include a reference to the Special Use application process and requirements; and

**WHEREAS**, Section 20-2 (a) – Procedures for Amendments the zoning map and text amendments state that the director or other appointed official must give written notice of Planning Commission public hearings. State Statutes require a fifteen day legal notice for a public hearing in a local newspaper. Additionally, staff prepares a mailing list of property owners within 185 feet of the subject property, and provides notice of the public hearing to those property owners by certified mail. This section is hereby amended to require the applicant to provide the certified mailing to City Staff to nearby property owners, and provide proof of the mailing in advance of the public hearing; and

**WHEREAS**, Section 22-5 – Street Trees are required on streets designated as a Greenway. The section is hereby amended to provide a 30 foot spacing requirement for planting of street trees; and

**WHEREAS**, Section 22-6 (b) - Screening Requirements includes screening requirements for all zoning districts. There is a Screening Table that provides information on the type of screening required. Some screening requirements are indicated by a + and a \*. These

characters are not defined. The screening table is hereby amended to delete the + and \* characters, and provide either a Type A, B, or C screening requirement; and

**WHEREAS**, Section 36-33 (b) and Section 36-34 (c) (3) Minor Plats include a notice requirement to persons who own unplatted property within 185 feet of the minor plat. State Statutes do not require notice to property owners with plat applications, and no public hearing is required with a minor plat, so notice is not necessary. The notice requirement for minor plats is hereby deleted; and

**WHEREAS**, Section 36-108 (9) Street Trees shall be planted on both sides of the right-of-way. This section is hereby amended to include a 30 foot spacing requirement for street tree planting and be consistent with Section 22-5; and

**WHEREAS**, Section 40-2 (c) (d) (1) Special Use procedures for Special Use application that the director or other appointed official must give written notice of Planning Commission public hearings. State Statutes require a fifteen day legal notice for a public hearing in a local newspaper. Additionally, staff prepares a mailing list of property owners within 185 feet of the subject property, and provides notice of the public hearing to those property owners by certified mail. This section is hereby amended to require the applicant to provide the certified mailing to nearby property owners, and provide proof of the mailing to City Staff in advance of the public hearing and be consistent with Section 20-2; and

**WHEREAS**, a public meeting was advertised in The Cass County Democrat on Friday, February 16, 2018. The public meeting was held to receive public comment on the multiple text amendment changes in various chapters of the Unified Development Code on March 5, 2018. The Planning Commission voted 7-0 to recommend approval to the City Council; and

**WHEREAS**, the City Council believes the various text amendment changes in various chapters are in the best interest of the citizens.

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

**Section 1.** That Chapter 18 - General Use Regulations, Section 18-1 – Overlay and special purpose districts the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Sec. 18-1 – Overlay and special purpose districts

(a) General.

(1) Special purpose districts. Special purpose districts are established to address land uses that are not easily addressed by the agricultural, residential, business, commercial and industrial district regulations.

Special purpose districts are base zoning districts, not overlays. The following special purpose districts are included in this Unified Development Code:

- a. PUD Planned Unit Development District; and
- b. PR Parks, Recreation and Public Use Districts.

(2) Overlay districts.

a. Overlay districts deal with special situations or accomplish specific city goals that cannot be easily or efficiently addressed through the use of "base" or regular zoning districts. As the name implies, overlay districts "overlay" applicable base district classifications to alter some or all of the zoning regulations that apply to particular sites.

b. Overlay district regulations supplement the zoning regulations of the applicable base district. When overlay district standards conflict with the applicable base district standards or other regulations of this Code, the regulations of the overlay district always govern. When no special overlay district standards are specified, the base district standards and all other applicable regulations of the Code will govern. The following overlay districts are included in this Unified Development Code:

- 1. OTB Old Town Belton Overlay District;
- 2. GCO Gateway Commercial Overlay District;
- 3. Planned District Overlay.

(3). **Changes to approved Plans.**

**a. Major changes in an approved plan shall require the resubmission and approval of new or amended preliminary plan and final plan documents. Major changes shall be those which alter the concept or intent of a development, increase density; reduce required yards, significantly change the location of any buildings, increase building height by more than 10 percent, reduce open space, change road standards or locations, or other changes to the authorizing ordinance. The Director of Planning shall make the determination of scope of a major change.**

**b. Minor changes shall be those not defined as a major change and may be approved administratively by the Director of Planning.**

**Section 2.** That Chapter 20 – Land Use Applications and Procedures, Section 20-1 - Zoning map and text amendments; Section 20-2 (a) - Procedure for zoning map and text amendments of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 20-1. - Zoning map, ~~and~~ text amendments, **and Special Uses.**

Sec. 20-2. - Procedure for zoning map and text amendments.

(a) Planning commission public hearing. All proposed text and map amendments must be submitted to the planning commission for review and recommendation. The planning commission must hold a public hearing on the application. The public hearing must be held at the next regular meeting of the planning commission for which the application may be scheduled given public notice deadlines, unless the applicant has consented to an extension of this time period. ~~The community development director or other appointed official as designated by the planning commission must give written notice of the hearing and prepare a written summary of the proceedings.~~ **The applicant shall send certified letters to the most recent property owner of record for all properties within 185 feet of the subject property 15 days prior to the public hearing. The applicant shall provide proof of such mailing to City Staff prior to the public hearing.**

**Section 3.** That Chapter 22 – Landscaping and Screening, Section 22-5 – Street Trees; Section 22-6 (b) - Screening requirements of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 22-5. – Street Trees

Street trees are required on any street designated as a greenway on the transportation plan. ~~Where street trees are provided on other streets they must comply with the requirements for street trees set out in this Code.~~ **Street tress shall be planted at a 30 foot spacing along any such street.**

Sec. 22-6. - Screening requirements.

(b) Screening table. The following table establishes which type of screen is required. To determine the type required, first identify the zoning of the subject lot (the new or expanded use). Then identify the zoning of each adjacent lot.

Zoning	A	R1A	R1	R1B	R- 2	R- 3	R- 3A	PO	C- 1	C- 2	C- 3	BP	M- 1	M- 2	PUD
A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a



R-1A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-1B	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-3	B	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-3A	B	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-3B	B	A	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PO	B	A	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C-1	B	A	A	A	A	A	A	C	+	n/a	n/a	n/a	n/a	n/a	n/a
C-2	B	A	A	A	A	A	A	C	C	+	n/a	n/a	n/a	n/a	n/a
C-3	B	A	A	A	A	A	A	B	C	+	+	+	n/a	n/a	n/a
BP	B	A	A	A	A	A	A	B	B	C	C	+	n/a	n/a	n/a
M-1	B	A	A	A	A	A	A	B	B	B	C	C	+	n/a	n/a
M-2	B	A	A	A	A	A	A	A	A	A	A	B	C	+	n/a
PUD	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

NOTE: Where two requirements overlap, the most restrictive shall apply.

(Delete entire table)

(Add new table)

Zoning	A	R1A	R1	R1B	R-2	R-3	R-3A	PO	C-1	C-2	C-3	BP	M-1	M-2	PUD
A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-1A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-1B	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

R-2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-3	B	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-3A	B	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R-3B	B	A	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PO	B	A	A	A	A	A	A	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C-1	B	A	A	A	A	A	A	C	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C-2	B	A	A	A	A	A	A	C	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C-3	B	A	A	A	A	A	A	B	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BP	B	A	A	A	A	A	A	B	B	C	C	n/a	n/a	n/a	n/a
M-1	B	A	A	A	A	A	A	B	B	B	C	C	n/a	n/a	n/a
M-2	B	A	A	A	A	A	A	A	A	A	A	B	C	n/a	n/a
PUD	n/a	n/a	A	A	A	A	A	A	B	B	B	B	C	C	N/A

**NOTE: Where two requirements overlap, the most restrictive shall apply.**

**Section 4.** That Chapter 36 – Subdivision Regulations, Article II. - Procedure for Plat Preparation and Approval, Section 36-33 (b) – Minor Subdivision and Section 36-34 (c) – Planting; Article V. – Public Improvements, Section 36-108 (9) – Required Improvements of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Article II. – Procedure for plat preparation and approval  
 Sec. 36-33. - Minor subdivision.

(b) Application procedures. Requests for minor subdivision approval shall be made by the owner of the land to the community development director. Six copies of a scale drawing of the lots involved if there are not structures thereon or, if structures exist, six copies of a survey of the lots and the location of the structures thereon together with the precise nature, location, and dimensions of the proposed minor subdivision shall accompany the application. ~~The application shall be accompanied by a list of the names~~



~~and addresses of all persons who own unplatted property within 185 feet of the property proposed to be subdivided. Written notices shall be mailed by the applicant to all such owners at least ten days prior to the planning commission's review of the proposed minor subdivision.~~

Sec. 36-34. - Platting.

(c) Submission of a preliminary plat. After receiving approval of preliminary sewer and water plans from the city engineer the subdivider may submit a preliminary plat together with any supplementary information necessary to the zoning administrator. The preliminary plat shall contain all contiguous land under the same ownership.

(1) Filing fee. A filing fee of \$200.00 for the first 20 lots plus \$10.00 per lot thereafter for residential development and \$300.00 for the first 40 acres plus \$10.00 per acre thereafter for commercial development shall accompany the filing of each preliminary plat. The preliminary plat shall not be accepted for filing until the filing fee therefore has been paid by the subdivider.

(2) Number of copies. The subdivider shall submit 16 copies of the preliminary plat and of a vicinity map (if not on the preliminary plat). These plans shall be filed with the zoning administrator at least 14 days prior to a regular meeting of the planning commission at which the preliminary plat is to be considered.

~~(3) The application shall be accompanied by a list of the names and addresses of all persons who own unplatted property within 185 feet of the property proposed to be subdivided. Written notices shall be mailed by the applicant to all such owners at least ten days prior to the planning commission's review of the proposed subdivision.~~

Article V. – Public Improvements

Sec. 36-108. - Required improvements.

(9) Street trees. Street trees ~~shall~~ **may** be planted by the subdivider on all streets in the subdivision. Such trees ~~shall~~ **may** be planted on both sides of the right-of-way.

**Section 5.** That Chapter 40 – Use-Specific Standards—Residential, Commercial, Other, Section 40-2 (c) – Special Use Provisions of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Sec. 40-2. - Special use provisions.

(c) Site plan required. An application for a special use permit must be accompanied by a site plan, showing the location and specific intended use of the

site, the commodities to be sold or manufactured (where applicable), ~~the names of all the property owners and existing land uses within 185 feet, and any other material pertinent to the request which the planning commission may require.~~

(d) Approval process.

(1) The special use permit application must be submitted to the planning commission for review and recommendation. The planning commission must hold a public hearing on the application, notice of which must be given 15 days prior. The public hearing must be held at the next regular meeting of the planning commission for which the application may be scheduled given public notice deadlines, unless the applicant has consented to an extension of this time period. **The applicant shall send certified letters to the most recent property owner of record for all properties within 185 feet of the subject property 15 days prior to the public hearing. The applicant shall provide proof of such mailing to City Staff prior to the public hearing.**

**Section 6.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

**Section 7.** All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: May 8, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
Of the 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 8<sup>th</sup> day of May, 2018, and thereafter adopted as Ordinance No. 2018\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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: May 3, 2018

DIVISION: Planning and Building Department

COUNCIL:  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:** Consideration of Text amendments to the Unified Development Code to Chapter 18 – General Use Regulations, Section 18-1 (a) (3) – Overlay and Special Purpose Districts; Chapter 20 – Land Use Applications, Section 20-1 – Zoning Map and Text Amendments; Section 20-2 (a) - Procedure for Zoning Map and Text Amendments; Chapter 22 – Landscaping and screening, Section 22-5 – Street Trees; Section 22-6 (b) – Screening Requirements; Chapter 36 – Subdivision Regulations, Article II. – Procedure for Plat Preparation and Approval, Section 36-33 (b) – Minor Plats and Section 36-34 (c) (3) – Platting; Article V. – Public Improvements, Section 36-108 (9) – Street Trees; and Chapter 40 – Use-Specific Standards—Residential, Commercial, Other, Section 40-2 (c) (d) (1) – Special Use Provisions.

**PROPOSED CITY COUNCIL MOTION:** Approve amending certain Sections of the Unified Development Code to the text amendment changes.

**BACKGROUND:** The Planning and Building Department staff has been compiling a master list of amendments to the Unified Development Code. The list was discussed with the Planning Commission Subcommittee on Monday, January 22, 2018. The Subcommittee supported the proposed amendments, and staff suggested that the amendments could be considered by the Planning Commission at public hearings in February, March and April. The Planning Commission convened a public hearing on the proposed amendments on March 5, 2018. No one appeared to speak in opposition to the amendments. After review and discussion the Planning Commission recommended approval of the amendments by a 7-0 vote.

The set of proposed text amendments are intended to eliminate inconsistencies in the Unified Development Code, and provide language that is easier to understand for all users of the code. The amendments will also help with code enforcement interpretations and actions.

**AMENDMENT SUMMARY:**

Sec. 18.1 – Overlay and Special Purpose Districts. This section of the Code provides development standards for Planned Unit Developments, the Old Town Belton Overlay District, the Gateway Commercial Overlay District and the North Scott Corridor Overlay and Design Guidelines. These types of overlays and districts encourage more creative land planning and mixed-use developments. These type

of developments are typically large scale, multi-phase projects that can take several years to complete. Often, several developers are involved in such large developments.

Many times, there is a need to make minor changes or adjustments in approved plans, to address changing conditions and the developer's needs.

The code does not include any language describing major and minor changes in approved plans. It is recommended that the code be amended to make provisions for such major or minor changes for overlay and special purpose districts.

Sec. 20-1-Zoning Map and Text Amendments. This section outlines the process for a rezoning or text amendments. The Section should be amended to include a reference to the Special Use application process and requirements.

Sec. 20-2– Procedures for Amendments. Procedures for zoning map and text amendments state that the director or other appointed official must give written notice of Planning Commission public hearings. State Statutes require a fifteen day legal notice for a public hearing in a local newspaper. Additionally, staff prepares a mailing list of property owners within 185 feet of the subject property, and provides notice of the public hearing to those property owners by certified mail. It is recommended that the code be amended to require the applicant to provide the certified mailing to nearby property owners, and provide proof of the mailing in advance of the public hearing.

Sec. 22-5 –Street Trees. Street trees are required on streets designated as a Greenway. The section needs to be amended to provide a 30 foot spacing requirement for planting of street trees.

Sec. 22-6-Screening Requirements. This section includes screening requirements for all zoning districts. There is a Screening Table that provides information on the type of screening required. Some screening requirements are indicated by a + and a \*. These characters are not defined. The screening table should be amended to delete the + and \* characters, and provide either a Type A, B, or C screening requirement.

Sec. 36-33 (b) Minor Plats. This section on Minor Plats includes a notice requirement to persons who own unplatted property within 185 feet of the minor plat. It is recommended that the notice requirement for minor plats be deleted. State Statues do not require notice to property owners with plat applications.

Sec. 36-34 (c) (3) Preliminary Plats. This section on Preliminary Plats includes a notice requirement to persons who own unplatted property with 185 feet of the preliminary plat. It is recommended that the notice requirement for preliminary plats be deleted. State Statues do not require notice to property owners with plat applications.

Sec. 36-108 (9) Street Trees. Street trees shall be planted on both sides of the right-of-way. A 30 foot spacing requirement for street tree planting should be added to the section.

Sec. 40-2 (c) (d) (1) Special Use. Procedures for Special Use application state that the director or other appointed official must give written notice of Planning Commission public hearings. State Statues require a fifteen day legal notice for a public hearing in a local newspaper. Additionally, staff prepares a mailing list of property owners within 185 feet of the subject property, and provides notice of the public hearing to those property owners by certified mail.



It is recommended that the code be amended to require the applicant to provide the certified mailing to nearby property owners, and provide proof of the mailing in advance of the public hearing.

**RECOMMENDATION:**

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Ordinance amending specific Sections of the Unified Development Code adopting the various text amendment changes in various chapters of the Unified Development Code.



# **SECTION VI**

## **D**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MINOR CONSTRUCTION SERVICE AGREEMENT WITH JR & CO., INC. FOR THE WATER SERVICES BUILDINGS ROOFS REPLACEMENT IN A NOT-TO-EXCEED AMOUNT OF \$86,975.**

**WHEREAS**, the Water Services Division of the City uses and maintains two buildings located at 1201 Street Barn Lane. One building is an office building that serves the Water Services (water and wastewater) personnel and the other building is a storage building that is used to store water meters and other tools and equipment used by the Water Services Division; and

**WHEREAS**, both of these buildings were built over 50 years ago and have leaks in the roofs despite previous patching and repair efforts; and

**WHEREAS**, Water Services staff reached out to a local roofing company in October 2017 to discuss options available for fixing the leaks in the roofs of both buildings and to get an estimate of probable cost for the project. The company responded that in order to fix the leaks that the entire roof on each building would need to be removed and replaced; and

**WHEREAS**, in order to fix the leaks in the roofs of both Water Services buildings, an Invitation to Bid for the Water Services Buildings Roofs Replacement project was issued on March 9, 2018; and

**WHEREAS**, a Mandatory Pre-Bid Conference was held on March 21, 2018, and the bid opening was supposed to be held on April 4, 2018. During the Pre-Bid Conference, there was discussion regarding whether there was asbestos in the roof materials. The City had both roofs tested for asbestos and both buildings came back positive for friable asbestos. The deadline for bid submittals was subsequently extended by two weeks to allow the contractors to provide a cost for asbestos renewal. The bid opening was held on April 18, 2018; and

**WHEREAS**, two contractors submitted bids: JR & Co., Inc. at \$86,975.00, and Cornell Roofing & Sheet Metal, Co. at \$96,340.00. After evaluation of the bid prices, City staff determined that JR & Co., Inc. had the lowest and best bid; and

**WHEREAS**, the Council believes that the Water Services Buildings Roofs Replacement Minor Construction Services Agreement with JR & Co., Inc. is beneficial to the City of Belton to keep City personnel and property dry and safe.

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

- Section 1.** The Water Services Buildings Roofs Replacement Minor Services Agreement with JR & Co., Inc., herein attached and incorporated as **Exhibit A**, is hereby approved.
- Section 2.** The Mayor is authorized and directed to execute the Agreement on behalf of the City.
- Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval
- Section 4.** All ordinances or parts of ordinances in conflict with the provisions thereof are hereby repealed.

READ FOR THE FIRST TIME: May 8, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 8<sup>th</sup> day of May, 2018, and thereafter adopted as Ordinance No. 2018-\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2018, 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:** May 8, 2018

**DIVISION:** Public Works/Water Services

**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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

In order to fix the leaks in the roofs of both Water Services buildings, an Invitation to Bid for the Water Services Buildings Roofs Replacement project was issued on March 9, 2018. A Mandatory Pre-Bid Conference was held on March 21, 2018, and the bid opening was originally scheduled for April 4, 2018. During the Pre-Bid Conference, there was discussion regarding whether there was asbestos in the roof materials. The City had both roofs tested for asbestos and both buildings came back positive for friable asbestos. The deadline for bid submittals was subsequently extended by two weeks to allow the contractors to provide a cost for asbestos renewal. The bid opening was held on April 18, 2018. Two contractors submitted bids: JR & Co., Inc. at \$86,975.00, and Cornell Roofing & Sheet Metal, Co. at \$96,340.00. After evaluation of the bid prices, City staff determined that JR & Co., Inc. had the lowest and best bid.

Staff recommends approval of a Water Services Buildings Roofs Replacement Minor Construction Service Agreement with JR & Co., Inc. for the Water Services Division of Public Works.

**BACKGROUND:**

The Water Services Division of the City uses and maintains two buildings located at 1201 Street Barn Lane. One building is an office building that serves the Water Services (water and wastewater) personnel and the other building is a storage building that is used to store water meters and other tools and equipment used by the Water Services Division. Both of these buildings were built over 50 years ago and have leaks in the roofs despite previous patching and repair efforts.

Water Services staff reached out to a local roofing company in October 2017 to discuss options available for fixing the leaks in the roofs of both buildings and to get an estimate of probable cost for the project. The company responded that in order to fix the leaks that the entire roof on each building would need to be removed and replaced.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	JR & Co., Inc.
Amount of Request/Contract:	\$ 86,975.00
Amount Budgeted:	\$ 25,000.00 (Water Fund) and 25,000.00 (Wastewater Fund)
Funding Source:	662-0000-495-7300 and 660-0000-495-7300
Additional Funds	\$ 18,487.50 (Water Fund) and 18,487.50 (Wastewater Fund)
Funding Source:	\$ 662-0000-495-7300 and 660-0000-495-7300

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approve an ordinance authorizing and approving a Minor Construction Service Agreement with JR & Co., Inc. for the Water Services Buildings Roofs Replacement project in a not-to-exceed amount of \$86,975.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

Bid Tabulation

Exhibit A – Water Services Buildings Roofs Replacement Minor Construction Service Agreement with JR & Co., Inc.



### Bid Tabulation for Water Services Buildings Roofs Replacement

Upon evaluation of the Price Submittals, it has been determined that both buildings will have their roof's replaced. Jr. and Co., Inc. was determined to have the lowest and best bid and the project will be awarded to them.

Contractor		Cornell Roofing and Sheet Metal Company	Jr. and Co., Inc.
	Quantities		
Remove and dispose of existing roof system for water services office building down to steel deck using a qualified asbestos abatement subcontractor.	LS	\$ 15,579.00	\$ 22,340.00
Install new roof and insulation for water services office building in accordance with 2012 International Building Code including extending plumbing vent stacks, installing metal thru-wall scuppers, and installing pre-finished sheet metal trim associated with the flat roofing system.	LS	\$ 36,349.00	\$ 29,785.00
<b>Total</b>		<b>\$ 51,928.00</b>	<b>\$ 52,125.00</b>
Add Alternate			
Remove and dispose of existing roof system for water services meter storage building down to steel deck using a qualified asbestos abatement subcontractor.	LS	\$ 13,324.00	\$ 15,655.00
Install new roof and insulation for water services meter storage building in accordance with 2012 International Building Code including extending plumbing vent stacks, installing metal thru-wall scuppers, and installing pre-finished sheet metal trim associated with the flat roofing system.	LS	\$ 31,088.00	\$ 19,195.00
<b>Total</b>	-	<b>\$ 44,412.00</b>	<b>\$ 34,850.00</b>
<b>Combined Total</b>		<b>\$ 96,340.00</b>	<b>\$ 86,975.00</b>
All Bid Documents Included		X	X
Attended Pre-Bid Meeting		X	X



CITY OF BELTON  
 PUBLIC WORKS  
 DEPARTMENT  
 506 Main Street  
 Belton, MO 64012  
 (816) 322-1885  
 FAX (816) 322-5031

**MINOR CONSTRUCTION SERVICE AGREEMENT**

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and \_\_\_\_\_, a \_\_\_\_\_, authorized to conduct business in Missouri and located at \_\_\_\_\_ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires minor construction services to provide Water Services Buildings Roofs Replacement located at 1201 Street Barn Lane, as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

**ARTICLE 1 – EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_ ("Effective Date").

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to remove and replace the Water Services Buildings Roofs maintained by City of Belton Public Works and represents that it is equipped, competent, and able to perform and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least eighty percent (80%) of the Services described herein throughout the term of this Agreement. **2012 International Building Code for City roofing requirements applies.**

**ARTICLE 3 – PERIOD OF SERVICE**

The CONTRACTOR is allowed 30 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion.

**ARTICLE 4 – COMPENSATION**

For CITY services performed by CONTRACTOR, the CITY shall pay the CONTRACTOR an amount not to exceed \_\_\_\_\_ and NO/100 DOLLARS (\$\_\_\_\_\_) "for the roof removal and replacement" of the Water Services Buildings.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY PAYMENT TERMS ARE NET THIRTY (30) days from the receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

#### **ARTICLE 5 – PERMITS AND LICENSES**

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

#### **ARTICLE 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Service stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

#### **ARTICLE 7 – LIABILITY AND INDEMNIFICATION**

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

#### **ARTICLE 8 – INSURANCE**

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement,



CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory  
Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence  
\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL**

**REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

**ARTICLE 9 – EXCESSIVE UNEMPLOYMENT**

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

**ARTICLE 10 – EXCUSABLE DELAYS IN PERFORMANCE**

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such reasonable extensions upon presentation of documentation of the periods of such delays.

**ARTICLE 11 – TERMINATION**

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure



or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

#### **ARTICLE 12- SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 13 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns.

#### **ARTICLE 14 – ASSIGNMENT**

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to twenty percent (20%) of the CONTRACTOR services described herein.

#### **ARTICLE 15 – NO THIRD PARTY RIGHTS**

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

#### **ARTICLE 16 – INDEPENDENT CONTRACTORS**

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

#### **ARTICLE 17 – MODIFICATIONS/AMENDMENTS**

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

#### **ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payer other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

#### **ARTICLE 19 – COMPLIANCE WITH LAWS**

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

**ARTICLE 20 – COMMUNICATIONS AND NOTICES**

Any communication or notices required by this Agreement shall be made in writing by U.S. mail or email to one of the contacts specified below:

CONTRACTOR: \_\_\_\_\_

CITY:

Misha Miller-Gilmore, Assistant City Engineer, 520 Main Street, Belton, MO 64012 or mmillergilmore@belton.org

**AND**

Don Tyler, Water Services Division Manager, 1201 Street Barn Lane, Belton, MO 64012 or dtyler@belton.org

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

**ARTICLE 21 – SEPARATE AGREEMENTS**

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

**ARTICLE 22 – SURVIVAL OF TERMS**

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

**ARTICLE 23 – CITY'S LEGISLATIVE POWERS**

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

**ARTICLE 24 – WAIVER**

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**ARTICLE 25 – HEADINGS; CONSTRUCTION OF AGREEMENT**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number



and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

#### **ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM**

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

#### **ARTICLE 27 – CONFLICT OF INTEREST**

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

#### **ARTICLE 28 – PRICING**

**See attached 00410 Bid Form and Unit Rate Prices**

#### **ARTICLE 29 – PREVAILING WAGES**

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

#### **ARTICLE 30 - WARRANTY**

- A. The CONTRACTOR shall provide to the CITY a warranty to include at a minimum, but not limited to the following:
  - a. In addition to any other warranties in this Agreement, the CONTRACTOR warrants that all work and products supplied by the CONTRACTOR under this Agreement

- conforms to the Agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the CONTRACTOR.
- b. The CONTRACTOR shall remedy at the CONTRACTOR'S expense any non-conforming or defective products or work. In addition, the CONTRACTOR shall remedy at CONTRACTOR'S expense any damage to real or personal property owned by the CITY and or their CUSTOMERS when that damage is the result of a defect of products or service furnished.
  - c. This warranty shall continue for a period of one (1) year from date of acceptance of products and work by the CITY.
  - d. The CITY shall notify the CONTRACTOR within a reasonable time after the discovery of any failure, defect, or damage.
  - e. If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the CITY shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR'S expense.
  - f. This warranty shall not include failures attributable to accident, fire, or negligence on the part of operating personnel.
- B. With respect to all warranties, expressed or implied, from manufacturers or suppliers for materials furnished under this Agreement, the CONTRACTOR shall:
- a. Obtain all warranties that would be obtained in normal commercial practice.
  - b. Enforce all warranties for the benefit of the CITY.

#### **ARTICLE 31 – TRANSPORTATION**

CONTRACTOR shall be responsible for pickup and delivery of all CITY materials and parts required to perform the Services. All transportation of CITY materials and parts for work ordered under the Agreement shall be at the CONTRACTOR'S expense and risk.

#### **ARTICLE 32 – WORK TIME**

Time for Service labor will be actual time worked on the CITY's jobsite or CONTRACTOR'S shop to the nearest one-quarter (1/4) hour. Time will not be charged to the CITY for breakdowns, CONTRACTOR'S delays or servicing delays.

Work shall be performed between the hours of 7 AM to 4 PM Monday through Friday excluding holidays. In order to protect the City's assets, if work is deemed necessary to be performed outside of the specified days and times, it must be communicated in writing and approved by the Water Services Division Manager 24 hours prior to the work commencing.



### ARTICLE 33 – CONTRACT DOCUMENTS

The Contract Documents, including any Addenda issued or Task Agreements entered into after execution of the agreement, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following.

00120	Bidder's Affidavit
00130	Invitation to Bid
00140	Instructions to Bidders
00150	Site Map
00410	Bid Form and Unit Rate Prices
00430	Bid Bond
00500	Minor Construction Service Agreement
00610	Performance and Maintenance Bond
00615	Payment Bond
00620	Certificate of Insurance
00625	Affidavit of Enrollment in Federal Work Authorization and E-Verify MOU
00630	Certificate of Owner's Attorney
00830	Missouri Prevailing Wage Info and Forms
00840	Annual Wage Order No. 24
00850	Missouri Revised Statutes and Code of State Regulations
00900	Missouri Project Exemption Certificate
00910	Request for Interpretation
00920	Change Order

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

---

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**BELTON, MISSOURI**

Address and facsimile number of City  
Department:  
Public Works Department \_\_\_\_\_  
City Hall Annex \_\_\_\_\_  
520 Main Street \_\_\_\_\_  
Belton, MO 64012 \_\_\_\_\_

**CONTRACTOR**

Address and facsimile number of  
Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jeff Davis

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attested By: \_\_\_\_\_

Printed Name: Patti Ledford

Title: City Clerk  
(Affix City Seal)

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal, if applicable)

Approved as to form:

\_\_\_\_\_  
Megan McGuire, City Attorney, City of Belton, Missouri (date)

# **SECTION VI**

## **E**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A PROPANE PROCUREMENT CONTRACT WITH FERRELLGAS, INC. FOR THE WATER SERVICES DIVISION OF PUBLIC WORKS.**

**WHEREAS**, the Water Services Division of the City currently owns one 1,000 gallon propane tank located at the Markey Water Tower and rents seven 1,000 gallon propane tanks. Six of the rental tanks are located at the Wastewater Treatment Facility and the other rental tank is located at the South Mullen Road Lift Station. These tanks are used year round when temperatures are below freezing in order to prevent the pipes from freezing; and

**WHEREAS**, in order to keep certain Water Services Division facilities heated during the year, an Invitation to Bid for the Propane Procurement Contract was issued on April 6, 2018; and

**WHEREAS**, an Optional Pre-Bid Conference was held on April 12, 2018. No contractors were present at the Optional Pre-Bid Conference, so City staff reached out to MFA Oil, John D Schrock Oil Co., and Ferrellgas, Inc. to notify them of the bid opportunity. The bid opening was held on April 25, 2018; and

**WHEREAS**, one contractor submitted a bid: Ferrellgas, Inc. at \$37,910.00 based off of an estimated 30,000 gallons of propane to be used. After evaluation of the bid, City staff determined that that bid submitted by Ferrellgas, Inc. was within the budgeted amount and costs less than our current provider; and

**WHEREAS**, the Council believes that the Water Services Propane Procurement Contract with Ferrellgas, Inc. in the amount of \$37,910 (based off of an estimated 30,000 gallons of propane) is beneficial to the City of Belton to protect City infrastructure from freezing and breaking.

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

- Section 1.** The Propane Procurement Contract with Ferrellgas, Inc., herein attached and incorporated as **Exhibit A**, is hereby approved.
- Section 2.** The Mayor is authorized and directed to execute the Agreement on behalf of the City.
- Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval
- Section 4.** All ordinances or parts of ordinances in conflict with the provisions thereof are hereby repealed.

READ FOR THE FIRST TIME: May 8, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 8<sup>th</sup> day of May, 2018, and thereafter adopted as Ordinance No. 2018-\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2018, 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:** May 8, 2018

**DIVISION:** Public Works/Water Services

**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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

In order to keep certain Water Services Division facilities heated during the year, an Invitation to Bid for the Propane Procurement Contract was issued on April 6, 2018. An Optional Pre-Bid Conference was held on April 12, 2018. No contractors were present at the Optional Pre-Bid Conference so City staff reached out to MFA Oil, John D Schrock Oil Co., and Ferrellgas, Inc. to notify them of the bid opportunity. The bid opening was held on April 25, 2018. One contractor submitted a bid: Ferrellgas, Inc. at \$37,910.00 based off of an estimated 30,000 gallons of propane to be used. After evaluation of the bid, City staff determined that that bid submitted by Ferrellgas, Inc. was within the budgeted amount and costs less than our current provider.

Staff recommends approval of a Propane Procurement Contract with Ferrellgas, Inc. for the Water Services Division of Public Works.

**BACKGROUND:**

The Water Services Division of the City currently owns one 1,000 gallon propane tank located at the Markey Water Tower and rents seven 1,000 gallon propane tanks. Six of the rental tanks are located at the Wasterwater Treatment Facility and the other rental tank is located at the South Mullen Road Lift Station. These tanks are used year round when temperatures are below freezing in order to prevent the pipes from freezing.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Ferrellgas, Inc.	
Amount of Request/Contract:	\$	37,910.00 (estimated for 30,000 gallons of propane)
Amount Budgeted:	\$	65,000.00 (Wastewater Fund)
Funding Source:	660-0000-400-6010	
Additional Funds	\$	n/a
Funding Source:	\$	n/a

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approve an ordinance authorizing and approving a Propane Procurement Contract with Ferrellgas, Inc. for the Water Services Division of Public Works.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

Bid Tabulation

Exhibit A – Propane Procurement Contract with Ferrellgas, Inc.

### Bid Tabulation for Propane Procurement Contract

Upon evaluation of the Quality Assurance Plans and Price Submittals, Ferrellgas, L.P. was the only bid and their bid was acceptable to the City and the project will be awarded to them.

Contractor		Ferrellgas
	Quantities	
Propane Price	30,000 gal	\$ 37,470.00
Fueling Price	8 tanks	\$ -
Annual Rental	7 tanks	\$ 140.00
Delivery and Install Charge	7 tanks	\$ 140.00
Annual Maintenance	8 tanks	\$ -
Annual Testing	8 tanks	\$ 160.00
Totals		\$ 37,910.00
All Documents Included	-	X



ATTACHMENT NO. 3

CITY OF BELTON  
PROPANE PROCUREMENT CONTRACT

THIS Agreement ("Agreement") is between the City of Belton, Missouri, a constitutional charter city ("CITY"), and \_\_\_\_\_, a \_\_\_\_\_, authorized to conduct \_\_\_\_\_ business in Missouri and located at \_\_\_\_\_ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires services for the rental, maintenance, and testing of propane tanks and the consistent supply of propane for the City's Water Services Department;

WHEREAS, CONTRACTOR is prepared to provide said services and shall give consultation to CITY during the performance of said services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

**ARTICLE 1 – EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_, 2018 ("Effective Date").

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall furnish all labor, tools, equipment, materials and supervision for the performance of all operations. Maintenance and testing on tanks will be performed on all tanks on an annual basis to ensure the tanks are properly functioning. Propane delivery will be on an as needed basis and will be expected within three (3) working days upon receipt of request. The map showing the tank locations is attached hereto as **Attachment No. 7**.

**ARTICLE 3 – PERIOD OF SERVICE**

Unless sooner terminated as provided herein and subject to an annual Contract Services Performance Appraisal, this Agreement shall remain in force for a period of two (2) years. The performance appraisal form is attached hereto as **Attachment No. 6**. The Director of Public Works is authorized to extend the agreement for two (2) additional two-year periods at which time negotiations in pricing shall occur. The total term of the contract shall not exceed six (6) years.

**ARTICLE 4 – COMPENSATION**

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY's payment terms are not thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate

documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances as a precondition to the CITY making the first payment under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances as a condition precedent to the CITY making final payment under the Agreement.

#### **ARTICLE 5 – BOND**

The CONTRACTOR shall furnish a surety bond, in the amount of, at least 40% of the total annual cost for propane services for Public Works Properties, as security for the faithful performance of this Agreement and for payment of all persons performing labor and furnishing materials in connection with this Agreement. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY. Expenses related to the surety bond shall be the responsibility of the CONTRACTOR.

#### **ARTICLE 6 – PERMITS AND LICENSES**

The CONTRACTOR, and any subcontractor hired by the CONTRACTOR, shall procure a CITY of Belton Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its subcontractors performing work under this Agreement. The CONTRACTOR, and any subcontractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

#### **ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

#### **ARTICLE 8 – LIABILITY AND INDEMNIFICATION**

CONTRACTOR shall indemnify, and hold harmless, CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or subcontractors, or caused by others for whom CONTRACTOR is liable,



regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

## **ARTICLE 9 – INSURANCE**

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY's cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Commercial General Liability Insurance with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation and Employer's Liability Insurance shall be provided in accordance with statutory limits. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.

3. Commercial Automobile Liability Insurance with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by CONTRACTOR.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. CONTRACTOR shall provide to CITY at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of CONTRACTOR's failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a subcontractor for performance of services hereunder, said subcontractor shall maintain at least the same minimum insurance amounts and terms listed above.

#### **ARTICLE 10 – EXCUSABLE DELAYS IN PERFORMANCE**

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, or supplier, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

#### **ARTICLE 11 – TERMINATION**

CITY may terminate or suspend performance of this Agreement for CITY's convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY's convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR's compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

#### **ARTICLE 12 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or

enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 13 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR's respective permitted successors and assigns.

#### **ARTICLE 14 – ASSIGNMENT**

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR's obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to twenty-five percent (25%) of the CONTRACTOR services described herein.

#### **ARTICLE 15 – NO THIRD PARTY RIGHTS**

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

#### **ARTICLE 16 – INDEPENDENT CONTRACTORS**

Each Party shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

#### **ARTICLE 17 – MODIFICATIONS/AMENDMENTS**

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the CITY's Transportation Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR's receipt of notice of the modification or amendment. Nothing



herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

**ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

**ARTICLE 19 – COMPLIANCE WITH LAWS**

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

**ARTICLE 20 – COMMUNICATIONS AND NOTICES**

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to the addresses specified below:

CONTRACTOR: \_\_\_\_\_

CITY:

Misha Miller-Gilmore, Assistant City Engineer, 520 Main Street, Belton, MO 64012 or  
mmillergilmore@belton.org;

and

Don Tyler, Water Services Division Manager, 520 Main Street, Belton, MO 64012 or  
dtyler@belton.org

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

#### **ARTICLE 21 – SEPARATE AGREEMENTS**

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

#### **ARTICLE 22 – SURVIVAL OF TERMS**

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

#### **ARTICLE 23 – CITY'S LEGISLATIVE POWERS**

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

#### **ARTICLE 24 – WAIVER**

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.



## **ARTICLE 25 – HEADINGS; CONSTRUCTION OF AGREEMENT**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

## **ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM**

As a condition to an award of a contract greater than \$5,000, CONTRACTOR shall enroll in or be enrolled in a Federal Work Authorization Program. CONTRACTOR shall deliver to the CITY an Affidavit of Enrollment in a Federal Work Authorization Program stating the CONTRACTOR is enrolled and participates in a Federal Work Authorization Program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

## **ARTICLE 27 – CONFLICT OF INTEREST**

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

## **ARTICLE 28 – LIQUIDATED DAMAGES**

CITY and CONTRACTOR recognize that CITY will suffer financial loss if the goods are not delivered within three (3) working days upon receipt of request. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by CITY if complete acceptable goods are not delivered on time. Accordingly, instead of requiring such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY \$500 for each day that expires after the time specified for delivery of acceptable goods.

## **ARTICLE 29 - ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties. Except as otherwise provided herein, no modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both Parties.

*[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]*

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**BELTON, MISSOURI**

Address and facsimile number of City

Department:

Public Works Department \_\_\_\_\_

City Hall Annex \_\_\_\_\_

520 Main Street \_\_\_\_\_

Belton, MO 64012 \_\_\_\_\_

**CONTRACTOR**

Address and facsimile number of

Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jeff Davis \_\_\_\_\_

Title: Mayor \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attested By: \_\_\_\_\_

Printed Name: Patti Ledford \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

(Affix City Seal)  
applicable)

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Affix Corporate Seal, if

Approved as to form:

\_\_\_\_\_  
Megan McGuire, City Attorney, City of Belton, Missouri (date)

# **SECTION VI**

## **F**

**AN ORDINANCE APPROVING A RENTAL AGREEMENT WITH BERRY COMPANIES, INC., D/B/A KC BOBCAT OF OLATHE, KANSAS TO LEASE A BOBCAT S595 LOADER WITH 68 INCH LP SMOOTH BUCKET FOR USE IN AND AROUND THE BELTON PARKS SYSTEM AND PROVIDING ACCESS TO INSURANCE COVERAGE THROUGH THE CITY'S EQUIPMENT POLICY.**

**WHEREAS**, the Parks and Recreation Department has had a annual rental agreement with Berry Companies, Inc., d/b/a/ KC Bobcat of Olathe, Kansas, for the past five years for a Bobcat loader with bucket; and

**WHEREAS**, the rental agreement documents, herein attached and incorporated to this Ordinance as **Exhibit A**, specify a Rental Agreement for a one year period with renewal or purchase options; and

**WHEREAS**, Section V of the Rental Agreement requires insurance on the equipment which will be provided through the City's insurance company and is herein attached and incorporated to this Ordinance as **Exhibit B**; and

**WHEREAS**, the Parks and Recreation Board has approved and authorized the terms and conditions of the Rental Agreement and is forwarding to the Belton City Council for approval as the City's Governing Body as required under the terms of the Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City Parks system to approve this Rental Agreement for the Bobcat loader and afford access to insurance coverage through the City's equipment policy.

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

- Section 1.** That the Rental Agreement with Berry Companies, Inc., d/b/a/ KC Bobcat of Olathe, Kansas, is hereby approved and the Mayor is authorized and directed to execute Exhibit D of the Agreement on behalf of the City Council.
- Section 2.** That the Bobcat loader will be placed on the City's insurance policy with costs allocated to the Parks Department.
- Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.
- Section 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: May 8, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 8<sup>th</sup> day May, 2018, and thereafter adopted as Ordinance No. 2018-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2018, 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





2627 KFB PLAZA, SUITE 202E | 785-587-4000  
MANHATTAN, KS 66503

SENT VIA EMAIL: DCARNAHAN@KCBOWCAT.COM

March 29, 2018

Ms. Dawn Carnahan  
Berry Companies, Inc. DBA KC Bobcat

**Re: Financing for City of Belton, Missouri (Belton Parks and Recreation) for One (1) 2018 Bobcat S595 Loader, SN: B3NL13266, with One (1) 68" LP 6731418 Smooth Bucket with Teeth**

---

Dear Ms. Carnahan:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Agreement and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. **All required documentation must be received by 3:00pm CST in order to fund the following business day.**

The interest rate you have been quoted is valid through April 11, 2018.

**Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Renter/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Owner.**

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Brianna Hinton  
Client Relations

**ASSIGNMENT**

This Assignment, dated April 1, 2018, is hereby given by Berry Companies, Inc. DBA KC Bobcat, ("Assignor"), to KS StateBank ("Assignee"), whose mailing address is 1010 Westloop, P.O. Box 69, Manhattan, Kansas 66505-0069.

**WITNESSETH:**

WHEREAS, Assignor has entered into a Rental Agreement dated as of April 1, 2018, (the "Contract"), with City of Belton, Missouri (Belton Parks and Recreation) (the "Renter") pursuant to which the equipment more particularly described therein (the "Equipment") is being sold to Renter under the terms stated in the Contract;

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, Assignor's right, title and interest in, the Rental Payments coming due under the Contract upon the terms and conditions stated below:

WHEREAS, to secure the payment of the amounts stated in the previous paragraph, Assignor hereby grants to Assignee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment, including all additions, repairs and replacements to the Equipment and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, transfers, delivers and assigns to Assignee, its successors and assigns, without recourse, all of its right, title and interest in, to and under the following items:

All Rental Payments due and to become due from the Renter under the Contract including, without limitation, the present value of any prepayment of Rental Payments, or early termination of the Equipment obligations under the Contract or the use of any Equipment under the Contract, purchase agreement payments, or any insurance proceeds received pursuant to the terms of the Contract or any amounts owed due to late payment under the Contract, (collectively the "Rental Payments").

Assignor is not assigning any of its obligations to Renter under the foregoing to Assignee, and Assignee shall not be deemed to have assumed any of those obligations by virtue of this Assignment.

Assignor hereby grants to Assignee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom.

Assignor irrevocably constitutes and appoints Assignee and any present or future officer or agent of Assignee, or the successors or assigns of Assignee, as its lawful attorney with full power of substitution and re-substitution, and in the name of Assignor or otherwise, to collect and to sue in any court for payments due or to become due under the Contract, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Contract upon such terms as Assignee in its discretion may deem to be in its best interest, all without notice to or consent of Assignor, and, further, to take possession and to endorse in the name of Assignor any instrument for the payment of money received on account of the payments due under the Contract.

Assignor hereby represents, warrants and covenants to and with Assignee as follows:

- (1) The Contract and the Equipment are free and clear of all claims, liens, security interests and encumbrances of any kind or character, except the rights of the Renter under the Contract and except as contemplated in the Contract. The Contract and the Equipment shall remain free of all claims, liens, security interests and encumbrances arising through any act or omission of Assignor. Also, Assignor shall pay, or have Renter pay, for all permits, licenses, and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment.
- (2) Assignor has and will comply with and perform all obligations of Owner under the Contract and all related documents, contracts, agreements and instruments related to the Equipment, or the servicing or maintenance thereof.
- (3) The Contract delivered to Assignee herewith is an original and constitutes the entire writing, obligation and agreement between the Assignor and the Renter. Assignor has not made any representations, oral or written, to Renter that in any way conflict with any of the terms of the Contract. Assignor has not received any fees or any other form of compensation from Renter that have not been fully disclosed to Assignee in writing prior to the execution of this Assignment.
- (4) Assignor hereby represents and warrants that Assignor has made and will make no sale or assignment of the Assignee's interest in the Contract except to the Assignee, and has made and will make no sale or assignment of Assignor's interest in the Contract to a third party without the prior written approval of Assignee.
- (5) Assignor will pay, or cause the Renter to pay, any fees associated with the use of a payment system other than check, wire transfer, or ACH.
- (6) Following any cure period provided by Renter to Assignor, Assignor will indemnify, defend and hold Assignee harmless from and against all claims, losses, costs and expenses (including, without limitation, attorneys' fees) in any way related to Renter's claim that Assignor failed to keep or perform any of the warranties, covenants or agreements contained in this Assignment or Assignor's agreement with Renter.

At the request of the Assignee, including but not limited to Events of Default or non-appropriation by Renter, or repossession or other civil action by Assignee, Assignor from time to time shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer and assurance, including bills of sale for the Equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof, to effectuate Assignee's remedies, and to more perfectly confirm the rights, titles and interests assigned and transferred to Assignee.

This Assignment (including without limitation all representations, warranties and covenants) shall be binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns (including without limitation any subsequent assignees of any right, title or interest assigned hereby.)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

**Berry Companies, Inc. DBA KC Bobcat**

**KS StateBank**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Marsha Jarvis, Senior Vice President

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

## DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Please print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (816) 229-4006.

### I. Attached Documentation

1. **Rental Agreement**
  - ◆ An authorized individual that is with the Renter should sign on the first space provided.
2. **Exhibit A – Description of Equipment**
  - ◆ Review equipment description. Complete serial number/VIN if applicable.
  - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
  - ◆ Sign and print name and title
4. **Exhibit C - Certificate of Acceptance**
  - ◆ Sign and print name and title
5. **Exhibit D - Certificate of Authorization**
  - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Agreement.
  - ◆ The secretary, chairman or other authorized board member of the Renter must sign the Certificate where indicated.
  - ◆ A different individual must attest the Certificate where indicated.
6. **Notice of Assignment**
  - ◆ Sign and type name and title.
7. **Insurance Requirements**
  - ◆ Complete insurance company contact information where indicated.
8. **Debit Authorization – (Preferred)**
  - ◆ Complete form and attach a voided check

### II. Additional Documentation Required

1. Insurance Certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Proof of down payment

### III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by April 21, 2018, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:**  
 Berry Companies, Inc. DBA KC Bobcat  
 1220 South Hamilton Circle  
 Olathe, Kansas 66061

## RENTAL AGREEMENT

### Renter

City of Belton, Missouri (Belton Parks and Recreation)  
506 Main Street  
Belton, Missouri 64012  
Federal ID#: 44-0000137

### Owner

Berry Companies, Inc. DBA KC Bobcat  
1220 South Hamilton Circle  
Olathe, Kansas 66061  
Federal ID#: 48-0797941

Dated as of April 1, 2018

This Rental Agreement dated as of the date listed above is between Owner and Renter listed directly above. Owner desires to rent the Equipment described in Exhibit "A" to Renter and Renter desires to rent the Equipment from Owner subject to the terms and conditions of this Agreement which are set forth below.

#### I. Definitions

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Rental Agreement and all Exhibits and Addendums attached hereto, and all documents relied upon by Owner prior to the execution of this Agreement.

"Budget Year" means the Renter's fiscal year.

"Commencement Date" is the date when Renter's obligation to pay rent begins.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Owner" means the entity originally listed above as Owner or any of its assignees.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Renter.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Renter's Budget Year.

"Rental Payments" means the payments Renter is required to make under this Agreement as set forth on Exhibit "B".

"Rental Term" means the Original Term and all Renewal Terms.

"Renter" means the entity listed above as Renter and which is renting the Equipment from Owner under the provisions of this Agreement.

"State" means the state in which Renter is located.

#### II. Renter Warranties

**Section 2.01 Renter represents, warrants and covenants as follows for the benefit of Owner or its assignees:**

- (a) Renter is authorized to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Renter has followed all proper procedures of its governing body in executing this Agreement. The Officer of Renter executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Renter in accordance with its terms.
- (b) Renter has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement.
- (c) Renter has never non-appropriated funds under an Agreement similar to this Agreement.
- (d) Upon request by Owner, Renter will provide Owner with current financial statements, reports, budgets or other relevant fiscal information.
- (e) Renter presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Renter responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Renter reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

#### III. Use of Equipment and Rental Payments

**Section 3.01 Installation and Acceptance.** Renter shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Renter has selected or will select all of the Equipment and the manufacturer or supplier thereof (the "Supplier(s)") and therefore acknowledges that Owner has not selected, manufactured, supplied or provided any Equipment. As soon as practicable after the date on which the Equipment has been delivered and determined by Supplier(s) to be ready for use at Renter's location (the "Acceptance Date"), Renter will execute a Certificate of Acceptance in the form attached and dated as of the Acceptance Date. If (i) no Event of Default has occurred, (ii) Owner receives such executed Certificate of Acceptance, all other documents and information required under this Agreement, and (iii) Owner receives appropriate invoices and related documents from Supplier(s), Owner shall pay the Supplier(s) for the Equipment. Renter shall arrange with the Supplier(s) for delivery and installation of Equipment. All Equipment shall be shipped directly from Supplier(s) to Renter. Owner shall have no liability for any delay or failure by the Supplier(s) to deliver and install Equipment, or to perform any services, or with respect to the selection, installation, testing, performance, quality, maintenance or support of the Equipment. Renter, at its expense, will pay all transportation, packing, taxes, duties, insurance, installation, testing, maintenance and other charges in connection with the delivery, installation and use of the Equipment.

**Section 3.02 Rental Payments.** Renter shall pay Rental Payments exclusively to Owner or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Owner or its assignees. The Rental Payments shall constitute a current expense of the Renter and shall not constitute an indebtedness of the Renter. Owner shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date, plus any additional accrual on the outstanding balance for the number of days that the Rental Payment(s) were late. Owner shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand. Renter shall pay or, if requested by Owner, reimburse Owner for any and all sales, use, personal property, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Furthermore, Renter agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH.

**Section 3.03 Rental Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF RENTER TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Renter understands and agrees that neither the manufacturer, seller or supplier of any Equipment, nor any salesman or other agent of any such manufacturer, seller or supplier, is an agent of Owner. No salesman or agent of the manufacturer, seller or supplier of any Equipment is authorized to waive or alter any term or condition of this Agreement, and no representation as to Equipment or any other matter by the manufacturer, seller or supplier of any Equipment shall in any way affect Renter's duty to pay the Rental Payments and perform its other obligations as set forth in this Agreement.

**Section 3.04 Rental Term.** The Rental Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B.

#### Section 3.05 Disclaimers.

- (a) OWNER, NOT BEING THE SUPPLIER OR THE AGENT OF ANY SUPPLIER, MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE EQUIPMENT COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR AGREEMENT, PATENT OR COPYRIGHT INFRINGEMENT, OR LATENT DEFECTS. OWNER SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY THE SUPPLIER(S). OWNER MAKES NO REPRESENTATION AS TO THE TREATMENT BY RENTER OF THIS AGREEMENT FOR FINANCIAL STATEMENT OR TAX PURPOSES. RENTER AGREES THE EQUIPMENT IS "AS IS." Renter agrees, regardless of cause, not to assert any claim whatsoever against Owner for any indirect, consequential, incidental or special damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service. Any action by Renter against Owner for any default by Owner under this Agreement shall be commenced within one (1) year after any such cause of action accrues.
- (b) Renter shall look solely to the Supplier(s) for any and all claims related to the Equipment. RENTER UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER(S) NOR ANY SALESPERSON OR OTHER AGENT OF SUPPLIER(S) IS AN AGENT OF OWNER, NOR ARE ANY OF THEM AUTHORIZED TO WAIVE OR ALTER THIS AGREEMENT. No representation by Supplier(s) shall in any way affect Renter's duty to pay the Rental Payments and perform its obligations under this Agreement.



**Section 3.06 End of Rental Term Options.** Renter may, if no Event of Default then exists, (i) purchase all (but not less than all) of the Equipment by paying Owner the fair market value of the Equipment as determined by Owner, (ii) renew this Agreement for a period of not less than six (6) months at a semi-annual Rental Payment to be determined at time of renewal, or (iii) return Equipment to the Owner pursuant to Section 3.07. Renter must provide Owner written notice of the option selected not less than 90 days prior to the end of the Rental Term. If such notice is not received, Agreement will automatically renew for one year at the current Rental Payment. If Renter elects to purchase Equipment, Renter shall, on the last day of the Rental Term, pay to Owner the purchase price for Equipment in cash; and upon receipt of such payment Owner shall transfer to Renter title to the Equipment, free and clear of any claim, lien or encumbrance (other than those held by parties claiming by, through or under Renter), but without recourse, representation or any other warranty, express or implied, "AS IS", in its then condition and location. Renter shall be responsible for all applicable sales, use, personal property and other taxes.

**Section 3.07 Surrender.** Once Renter has made all of the Rental Payments set forth under Exhibit B, Renter, at its sole expense, shall pay original supplier to teardown, remove, and for the return of Equipment to Owner's storage facility. Owner and Renter shall inspect the Equipment upon their removal, and the results of such inspections shall be conclusive as to any damage to the Equipment above ordinary wear and tear. Renter shall be responsible for the prompt payment of any and all damages to or reduction in value of the Equipment. At the conclusion of the Agreement, the Renter hereby grants to Owner a ninety (90) day rent free period of time after termination for the Owner to remove the Equipment.

#### IV. Non-Appropriation

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Renter's budget for the next budget year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Renter shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Renter specifically prohibiting Renter from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Renter chooses this option, then all obligations of the Renter under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Renter of any kind provided that if Renter has not delivered possession of the Equipment to Owner as provided herein and conveyed to Owner or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Renter shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Renter fails to take such actions and for any other loss suffered by Owner as a result of Renter's failure to take such actions as required. Renter shall immediately notify the Owner as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Renter shall deliver the Equipment to Owner as provided below in Section 9.04. Renter shall be liable for all damage to the equipment other than normal wear and tear. If Renter fails to deliver the Equipment to Owner, then Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for costs incurred.

#### V. Insurance, Damage, Insufficiency of Proceeds Indemnification

**Section 5.01 Insurance.** Renter shall maintain property insurance and liability insurance at its own expense with respect to the Equipment. Renter shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Renter is required to make Rental Payments. Renter shall provide Owner with a Certificate of Insurance which lists the Owner and/or assigns as a loss payee and additional insured on the policies with respect to the Equipment. Renter shall insure the Equipment against any loss or damage in an amount at least equal to the then applicable Stipulated Loss Value of the Equipment. Renter may self-insure against the casualty risks described above. If Renter chooses this option, Renter must furnish Owner with a certificate and/or other documents which evidences such self insurance. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Owner or its assignees. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term.

**Section 5.02 Damage to or Destruction of Equipment.** Renter assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Renter will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Owner, Renter shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Stipulated Loss Value. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Renter shall, at the option of Owner, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Stipulated Loss Value and pay the deficiency, if any, to the Owner.

**Section 5.04 Reimbursement.** Renter assumes liability for, and agrees to and does hereby reimburse, protect and keep harmless, Owner, its successors and assigns, and their respective agents, employees, officers and directors from and against any and all claims, liability, loss, cost, damage or expense (including reasonable attorneys' fees), of whatsoever kind and nature including but not limited to those arising out of or caused by the negligence of Renter, and their respective agents or employees, arising out of the use, condition, operation, possession, control, selection, delivery or return of any item of Equipment, regardless of where, how, and by whom operated, and any failure by Renter to comply with this Agreement. The foregoing reimbursements (i) include, without limitation, claims, loss, cost, damage or expense suffered or incurred as a result of any defect in the Equipment, Software or Services (whether discoverable or not) or based upon any theory of liability (including strict liability doctrines or statutes) and (ii) shall only apply with respect to events prior to the return of the Equipment pursuant to Section 9.04.

#### VI. Title

**Section 6.01 Title.** Title to the Equipment shall vest in Owner upon execution of this Agreement. Title to the Equipment will remain with the Owner throughout the Rental Term. Renter shall be responsible for the filing fees, charges, and any other costs associated with the registration of the title. Renter agrees that Owner or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Renter which Owner deems necessary or appropriate to protect Owner's interest in the Equipment and in this Agreement.

**Section 6.02 Owner.** Renter acknowledges and agrees that Owner is sole and exclusive owner of the Equipment, and that by the execution of this Agreement, Renter shall not possess or obtain any ownership interest, legal or equitable, in the Equipment, except solely as Renter hereunder and subject to the terms hereof. The Equipment is and shall at all times be and remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become in any manner affixed or attached to real property.

#### VII. Assignment

**Section 7.01 Assignment by Owner.** All of Owner's rights, title and/or interest in the Rental Payments may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Owner at any time without the consent of Renter. No such assignment shall be effective as against Renter until the assignor shall have filed with Renter written notice of assignment identifying the assignee. Renter shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Owner or the assignee named in the notice of assignment. Renter shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Renter.** None of Renter's right, title and interest under this Agreement and in the Equipment may be assigned by Renter unless Owner approves of such assignment in writing before such assignment occurs.

#### VIII. Maintenance of Equipment

**Section 8.01 Maintenance.** Renter shall pay any and all fees, property taxes or other taxes, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Renter's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Renter shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance to Supplier's recommendations including but not limited to regular maintenance of all HVAC equipment. Renter will be liable for all damage to the Equipment, other than normal wear and tear, caused by Renter, its employees or its agents. Renter shall not during the term of this Agreement create, incur or assume any liens, or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Renter shall allow Owner to examine and inspect the Equipment at all reasonable times.

#### IX. Default

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Renter to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Owner that such payment must be made. If Renter continues to fail to pay any payment after such period, then Owner may, but will not be obligated to, make such payments and charge Renter for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Renter to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Renter by Owner, unless Owner agrees in writing to an extension of time. Owner will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Renter. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Renter in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Renter's intent and which materially adversely affects the rights or security of Owner under this Agreement.



- (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Owner.
- (f) Renter admits in writing its inability to pay its obligations. Renter defaults on one or more of its other obligations. Renter applies or consents to the appointment of a receiver or a custodian to manage its affairs. Renter makes a general assignment for the benefit of Owners.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Owner shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Owner may declare all Rental Payments and other amounts payable by Renter hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Owner may require Renter at Renter's expense to redeliver any or all of the Equipment to Owner as provided below in Section 9.04. Such delivery shall take place within 15 days after the event of default occurs. If Renter fails to deliver the Equipment, Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for cost incurred. Notwithstanding that Owner has taken possession of the Equipment, Renter shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Renter will be liable for any damage to the Equipment caused by Renter or its employees or agents.
- (c) Owner may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Renter shall be responsible to Owner for all costs incurred by Owner in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Owner is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) Surrender: The Renter shall, at its own expense, surrender the Equipment to the Owner in the event of a default by delivering the Equipment to the Owner to a location accessible by common carrier and designated by Owner.
- (b) Delivery: The Equipment shall be delivered to the location designated by the Owner by a common carrier unless the Owner agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Renter shall arrange for the shipping of the item and its insurance in transit in accordance with the Owner's instructions and at the Renter's sole expense. Renter at its expense shall completely sever and disconnect the Equipment or its component parts from the Renter's property all without liability to the Owner. Renter shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Renter shall deliver to the Owner the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Renter's possession relating to the maintenance and methods of operation of such Equipment.
- (c) Condition: When the Equipment is surrendered to the Owner it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Owner to sell or lease it to a third party and be free of all liens. If Owner reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Owner may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Renter shall promptly reimburse Owner for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Owner, the Renter shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Owner. The Renter shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Owner shall reimburse the Renter on demand for the incremental premium cost of providing such insurance.

**X. Miscellaneous**

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Renter acknowledges this Agreement is not binding upon the Owner or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Owner's satisfaction, and Owner has executed the Agreement. Thereafter, this Agreement shall inure to the benefit of and shall be binding upon Owner and Renter and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by Owner and Renter. Furthermore, Owner reserves the right to directly charge or amortize into the remaining balance due from Renter, a reasonable fee, to be determined at that time, as compensation to Owner for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Renter.

**Section 10.05 Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 10.07 ARTICLE 2A WAIVERS.** In the event that Article 2A of the Uniform Commercial Code is adopted under applicable state law and applies to this Agreement, then Renter, to the extent permitted by law, waives any and all rights and remedies conferred upon a Renter by Sections 2A-508 through 2A-522 of such Article 2A, including, but not limited to, Renter's rights to: (i) cancel or repudiate this Agreement; (ii) reject or revoke acceptance of the Equipment, Software or Services; (iii) claim, grant or permit a security interest in the Equipment in Renter's possession or control for any reason; (iv) deduct from Rental payments or other amounts due hereunder, all or any part of any claimed damages resulting from Owner's default, if any, under this Agreement; (v) accept partial delivery of the Equipment; (vi) "cover" by making any purchase or lease of, or contract to purchase or lease equipment in substitution for Equipment designated in this Agreement; and (vii) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Agreement. To the extent permitted by applicable law, Renter also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Owner to sell, lease or otherwise use any Equipment in mitigation of Owner's damages or which may otherwise limit or modify any of Owner's rights or remedies.

**Section 10.08 Master Rental.** This Agreement can be utilized as a Master Rental Agreement. This means that the Owner and the Renter may agree to the rental of the additional Equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by Owner. For purposes of this section, the term "Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by the Owner all of which relate to the renting of additional Equipment. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern to each Additional Schedule.

**Section 10.09 Entire Writing.** This Agreement constitutes the entire writing between Owner and Renter. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment rented hereunder. Any terms and conditions of any purchase order or other documents submitted by Renter in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Owner and will not apply to this Agreement.

**Section 10.10 Choice of Law.** This Agreement shall be governed according to the laws of the State of the Renter.

Owner and Renter have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**City of Belton, Missouri (Belton Parks and Recreation)**

**Berry Companies, Inc. DBA KC Bobcat**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Rental Agreement dated as of April 1, 2018, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

---

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2018 Bobcat S595 Loader, SN: B3NL13266, with One (1) 68" LP 6731418 Smooth Bucket with Teeth

Physical Address of Equipment after Delivery : \_\_\_\_\_

**EXHIBIT B**  
**PAYMENT SCHEDULE**

**RE: Rental Agreement dated as of April 1, 2018, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)**

---

Date of First Payment: October 1, 2018  
 Total Number of Payments: One (1)  
 Number of Payments Per Year: One (1)

<b>Pmt No.</b>	<b>Due Date</b>	<b>Rental Payment</b>	<b>*†Stipulated Loss Value</b>
1	01-Oct-18	\$3,250.00	\$34,742.72

**City of Belton, Missouri (Belton Parks and Recreation)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

*\*Assumes all Rental Payments due to date are paid*

*†Stipulated Loss Value is not Fair Market Value (FMV), and should not be interpreted as same. FMV, as referenced in 3.06, can only be obtained from Owner at end of term.*

EXHIBIT C  
CERTIFICATE OF ACCEPTANCE

RE: Rental Agreement dated as of April 1, 2018, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

---

I, the undersigned, hereby certify that I am a duly qualified representative of Renter and that I have been given the authority by the Governing Body of Renter to sign this Certificate of Acceptance with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Renter's specifications.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Renter has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Renter, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
4. Renter has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Renter has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Renter who signed the Agreement.
7. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under Exhibit B of this Agreement.

Source of Funds : Park Fund

If the above Source of Funds is solely a grant type fund, then the Renter, by signing below, hereby authorizes the Park Fund of the Renter as a backup source of funds from which the Rental Payments can be made.

**City of Belton, Missouri (Belton Parks and Recreation)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

EXHIBIT D  
CERTIFICATE OF AUTHORIZATION

RE: Rental Agreement dated as of April 1, 2018, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

---

- 1. **Determination of Need.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives, has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Rental Agreement ("Agreement") dated as of April 1, 2018, between City of Belton, Missouri (Belton Parks and Recreation) (Renter) and Berry Companies, Inc. DBA KC Bobcat (Owner).
- 2. **Approval and Authorization.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives has determined that it is in the best interest of the Renter to enter into a lease substantially in the form of the Agreement to finance the purchase of the Equipment described on Exhibit A of the Agreement. The Governing Body of Renter has duly authorized the individuals listed below to execute the Agreement and all documents related thereto on behalf of the Renter. Such authorization derives from either direct board action or indirectly through established policies and procedures or bylaws all as allowed by law.

Authorized Individual(s):

\_\_\_\_\_  
(Printed or Printed Name and Title of individual(s) authorized to execute the Agreement)

- 3. **Adoption.** The signatures below from the designated individuals of the Governing Body of the Renter evidence the adoption of this Certificate of Authorization

Signature:

\_\_\_\_\_  
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title:

\_\_\_\_\_  
(Printed Name and Title of individual who signed directly above)

Attested By:

\_\_\_\_\_  
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title:

\_\_\_\_\_  
(Printed Name and Title of individual who signed directly above)



**NOTICE OF ASSIGNMENT**

---

**APRIL 1, 2018**

Berry Companies, Inc. DBA KC Bobcat (Owner/Assignor) hereby gives notice of an Assignment between Owner/Assignor and KS StateBank (Assignee) of the Rental Agreement (Contract) between Owner/Assignor and City of Belton, Missouri (Belton Parks and Recreation), dated as of April 1, 2018.

All Rental Payments coming due pursuant to the Contract shall be made to:

KS StateBank  
P.O. Box 69  
Manhattan, Kansas 66505-0069

**Berry Companies, Inc. DBA KC Bobcat, Owner/Assignor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT**

---

City of Belton, Missouri (Belton Parks and Recreation) (Renter) as party to a Rental Agreement dated as of April 1, 2018 between Renter and Berry Companies, Inc. DBA KC Bobcat (Owner), hereby acknowledges receipt of a Notice of Assignment dated April 1, 2018 whereby Owner gave notice of its assignment to KS StateBank of its right to receive all Rental Payments due from Renter under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Owner, Renter agrees to deliver all Rental Payments coming due under the Contract to:

KS StateBank  
P.O. Box 69  
Manhattan, Kansas 66505-0069

**City of Belton, Missouri (Belton Parks and Recreation)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

## INSURANCE REQUIREMENTS

---

Pursuant to Article V of the Rental Agreement, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

**Insured:**  
City of Belton, Missouri (Belton Parks and Recreation)  
506 Main Street  
Belton, Missouri 64012

**Certificate Holder:**  
KS StateBank  
1010 Westloop, P.O. Box 69  
Manhattan, Kansas 66505-0069

1. **Equipment Description**
  - ◆ One (1) 2018 Bobcat S595 Loader, SN: B3NL13266, with One (1) 68" LP 6731418 Smooth Bucket with Teeth
  - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
  - ◆ All risk coverage to guarantee proceeds of at least \$36,412.93.
3. **Deductible**
  - ◆ The deductible amounts on the insurance policy should not exceed \$2,500.00.
4. **Liability**
  - ◆ Minimum Combined Single Limit of \$1,000,000.00 combined single-limit on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
  - ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:      Email: [dcarnahan@kcbobcat.com](mailto:dcarnahan@kcbobcat.com)  
or  
Fax: (816) 229-7631

**Please complete the information below and return this form along with the Agreement.**

---

**City of Belton, Missouri (Belton Parks and Recreation)**

Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_

**\*PREFERRED\***

\*As an additional payment option for Renter, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Renter is authorizing Owner to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<b>Agreement Number</b> 3353129	<b>Payment Amount</b> \$3,250.00	<b>Frequency of Payments</b> Semi-Annual
<b>Beginning</b> _____ Month      Year	<b>Day of Month</b> 1st	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**       Checking       Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Renter Name on Agreement</b> City of Belton, Missouri (Belton Parks and Recreation)	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 44-0000137	<b>Date</b>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**  
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.



# CERTIFICATE OF COVERAGE

5/3/2018

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.  
This certificate does not amend, extend or alter the coverage afforded by the policies below.

**Covered Entity:**  
Midwest Public Risk Of Missouri  
19400 E Valley View Parkway  
Independence, MO 64055  
City of Belton, MO

**Companies affording Coverage:**

- A. Midwest Public Risk of Missouri (Property, Liability, WC)
- B. Hartford Fire Insurance Company (Property)
- C. Governmental Entities Mutual/Munich Re America (Liability)
- D. Safety National (Workers' Compensation)
- E. CNA Equipment Breakdown

This is to certify that the coverages listed below have been issued to the member named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

Coverage Type	Policy Number	Effective Date	Expiration Date	Covered Property	Limits
<input checked="" type="checkbox"/> <b>Property</b>	MPR 003	7/1/2017	8/30/2018	<input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Contents <input checked="" type="checkbox"/> Inland Marine <input checked="" type="checkbox"/> Auto Physical Damage	400,000,000
<input checked="" type="checkbox"/> <b>General Liability</b>  <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	MPR 003	7/1/2017	6/30/2018	Each Occurrence Medical Expense Personal/Advertising Injury Member Aggregate	3,762,789 5,000 3,762,789 6,000,000
<input checked="" type="checkbox"/> <b>Auto Liability</b>  <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Owned/Scheduled <input checked="" type="checkbox"/> Hired/Non-Owned <input checked="" type="checkbox"/> Drive Other Car	MPR 003	7/1/2017	6/30/2018	Combined Single Limit (per occ) Bodily Injury (per person) Bodily Injury (per occ) Property Damage (per occ)	3,762,789
<input checked="" type="checkbox"/> Cyber <input checked="" type="checkbox"/> Crime and Employee Fidelity <input checked="" type="checkbox"/> Boiler & Machinery	MPR 003	7/1/2017	6/30/2018		2,000,000 1,000,000 10,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation</b>	AGC4049010	7/1/2017	6/30/2018	<input checked="" type="checkbox"/> Statutory Limits <input checked="" type="checkbox"/> Employers' Liability  Each Accident Policy Limit	1,000,000 1,000,000

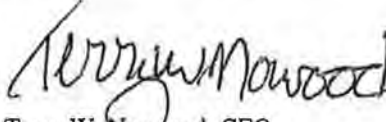
Description of operations / locations/ vehicles / exclusions added by endorsement / special provisions:

RE: One (1) 2018 Bobcat S595 Loader, SN: B3NL13266 with One (1) 68" LP 6731418 Smooth Bucket with Teeth. Berry Companies, Inc. DBA KC Bobcat is included as additional insured and loss payee with respects to the listed equipment.

**Certificate Holder:**

Berry Companies, Inc. DBA KC  
Bobcat  
1220 South Hamilton Circle  
Olathe, Kansas 66061

**Cancellation:** Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives.

  
 Terry W. Norwood, CEO