



**Agenda of the Belton City Council
Work Session & Regular Meeting
June 11, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Ambulance purchase vs. two remounts
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman Savage
- VI. ROLL CALL
- VII. CONSENT AGENDA

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

A. Motion approving the minutes of the May 28, 2019, City Council Meeting.

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B. Motion approving the April 2019 Municipal Division Summary Report for Municipal Court.

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C. Motion authorizing the purchase of a 2019 F-550 Type Ambulance from Emergency Services Supply, for \$218,245.00, for the Belton Fire Department.

This purchase is within budget.

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D. Motion authorizing the purchase of one MTS Power Load System for the Belton Fire Department.

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- E. **Motion authorizing the purchase of two Lucas Chest Compression Systems with accessories in the amount of \$29,605.64, for the Belton Fire Department.**

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- F. **Motion authorizing the purchase of a 2019 Ford 150 Super Cab 4x4, for the Public Works Department.**

This purchase is within budget.

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VIII. PERSONAL APPEARANCES

IX. ORDINANCES

- A. Motion approving both readings of Bill No. 2019-30
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget for the purpose of maintaining the City's Emergency Siren System.

The City has received proposals from Blue Valley Public Safety to do a complete inspection of the City's siren system, locate a radio activated light in the Communications Center and perform routine maintenance on a regular basis. The total cost of these items is \$33,852.25.

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- B. Motion approving both readings of Bill No. 2019-31
An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. To provide public services support for the Fall Festival in Belton, Missouri in September 2019.

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- C. Motion approving both readings of Bill No. 2019-32
An ordinance approving the Work Zone Enforcement Program Agreement and Program Order between the Missouri Highways and Transportation Commission and the Belton Police Department for enforcement at designated work zones.

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- D. Motion approving both readings of Bill No. 2019-33
An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant for services to individuals at the Belton Senior Center.

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- E. Motion approving both readings of Bill No. 2019-34
An ordinance approving a Public Service Agreement between Oats, Inc. and the City of Belton, Missouri to provide site transportation for individuals to and from the Belton Senior Center.

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- F. Motion approving both readings of Bill No. 2019-35
An ordinance authorizing and approving a Clinical Agreement between the Emergency Medical Services of Central Jackson County Fire Protection District EMS Training Division, and the City of Belton, through its Fire Department, to provide protocols and requirements directing the emergency medical technician and paramedic student clinical education experience.

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- G. Motion approving both readings of Bill No. 2019-36
An ordinance authorizing and directing the City Manager to execute the Master Lease Purchase Agreement between Lease Servicing Center, Inc. and the City of Belton, Missouri and Schedule Number 1 thereto.

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X. RESOLUTIONS

- A. Motion approving Resolution R2019-54
A resolution approving actions of the City Manager to engage Pyramid Excavation and Construction, Inc., for emergency repair of a Cambridge Road culvert and ratifying Task Agreement No. 2019-2 in the amount of \$105,549.64.

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XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

June & July 2019 meetings

06/25 work session & regular meeting – 6:00 p.m.

07/09 work session & regular meeting – 6:00 p.m.

07/23 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourn from there.

SECTION VII

A

**Minutes of the Belton City Council
Work Session & Regular Meeting
May 28, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

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

Carolyn Yatsook, Economic Development Director, asked if the Council was interested in an economic development program presented by Ady Advantage. It would be August 28 in the Council Chambers. Councilman Lathrop moved to spend \$1500 for the program presentation, seconded by Councilman Trutzel. All voted in favor. Motion passed.

Dave Clements, Planning Director, presented a follow up to the January 22, 2019, Rental Inspection Program presentation. The 3rd party inspectors will be looking for health/life safety issues using a checklist provided by the City. The inspections will be due every 2 yrs. Starting this year, a business license will be required for landlords and we will give them information about the program. Starting next year, the inspections will be required.

Sheila Ernzen, Finance Director and Assistant City Manager, gave the April Monthly Financial Report. Each month this report will be on our website.

Police Chief James Person gave an update on the outdoor emergency siren system. It is activated when the national weather service gives a tornado warning. Belton has 17 sirens. On Friday, our control board showed the system was activated. We are aware some sirens did not sound. Blue Valley tested all the sirens individually on Saturday. Two needed to be fixed. The batteries needed replacing as well as some chargers and controllers. Moving forward, we will propose an annual maintenance agreement for the sirens. Chief Person confirmed the verbal warnings were removed some time ago.

Being no further business, Mayor Davis adjourned the work session at 7:05 p.m. and called the regular meeting to order.

Councilman Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Dean VanWinkle, Ryan Finn, Gary Lathrop, Stephanie Davidson, Dave Clark, and Lorrie Peek

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

CONSENT AGENDA

Councilwoman Davidson asked for R2019-52 to be taken from the consent agenda for discussion and separate action.

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

- approving the minutes of the May 10, 2019, City Council Special Meeting; the May 14, 2019, City Council Work Session and Regular Meeting; and the May 16, 2019, Special Meeting.
- approving Resolution R2019-49: **A resolution reappointing Andrew Underwood and Dennis Williamson to the enhanced Enterprise Zone Board.**
- approving Resolution R2019-50: **A resolution approving Task Agreement No. 2019-1 with the Janik Group to excavate clarifier #1 drain valve and install a pipe to act as an access manhole in the amount of \$11,950.00.**
- approving Resolution R2019-51: **A resolution of the City of Belton, Missouri authorizing and approving the three-year term Purchase Agreement with Cartegraph to track maintenance and related costs through asset work orders in the amount of \$92,805.50 of which costs will be spread out during the three-year term.**
- approving Resolution R2019-53: **A resolution authorizing the City of Belton, Missouri through the Belton Police Department to renew a Maintenance/Service Contract for telephone hardware maintenance and replacement with Dice Communications.**

Councilwoman Peek seconded. All voted in favor. Consent agenda approved.

Andrea Cunningham, City Clerk, read Resolution R2019-52: A resolution authorizing the City of Belton, Missouri through the Belton Police Department to purchase 54, 9mm Sig Sauer P-320's to replace 54, P220.45 handguns purchased in 2014.

Presented by Councilwoman Peek, seconded by Councilman Lathrop. Councilwoman Davidson asked why the police department is switching? Chief Person said it was by recommendation of the department armorer and other sources. Vote on the resolution was recorded with all voting in favor. Resolution passed.

ORDINANCES

Ms. Cunningham read Bill No. 2019-28: An ordinance amending Chapter 6 – Business Licenses and Regulations; and Appendix A – Schedule of Fees and Charges, of the Code of Ordinances of the City of Belton, Missouri.

Presented by Councilman VanWinkle, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor except for Councilman Savage who voted no. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the final reading was recorded:

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

Noes: 1 Savage

Absent: 0

Bill No. 2019-28 was declared passed and in full force and effect as **Ordinance No. 2019-4515**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-29: An ordinance authorizing and approving the City of Belton, Missouri to adopt the National Incident Management System (NIMS) as the standard for incident management.

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

Councilman Trutzel, seconded by Councilwoman Peek. Vote on the final reading was recorded:

Ayes: 9 Peek, Davidson, Clark, Trutzel, Savage, Mayor Davis, Finn, VanWinkle, Lathrop

Noes: 0

Absent: 0

Bill No. 2019-29 was declared passed and in full force and effect as **Ordinance No. 2019-4516**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- The Park Department recently repainted our Belton entry signs into the city
- The outdoor waterpark is open
- Princess party on June 1 at High Blue Wellness Center
- July 22-26 youth basketball camp at Markey Park
- Summerfest and whiffle ball tournament on June 15 at Memorial Station

MAYOR'S COMMUNICATIONS

Big Bounce America had a good turnout.

The City will be hiring another code enforcement person. The building official position was offered to someone.

Padraic Corcoran was asked to talk about our City Charter and hiring/firing employees. The City Manager is responsible for hiring/firing employees. The Mayor and City Council are responsible for hiring/firing the City Manager.

CITY MANAGER'S REPORT

June & July 2019 meetings

06/11 work session & regular meeting – 6:00 p.m.

06/25 work session & regular meeting – 6:00 p.m.

07/09 work session & regular meeting – 6:00 p.m.

07/23 work session & regular meeting – 6:00 p.m.

Chief Person said they have been asked if the City has a storm shelter. The City does not but has an agreement with the school district that when a tornado warning is issued, the school will open their facility as a tornado shelter. If people go to the fire station or police station they won't be turned away, but those buildings are not storm shelters. Individuals need to have their own plan of where to go.

OTHER BUSINESS

Councilman Clark asked who is responsible for parking lot potholes. Celia Duran, Public Works Director, said it is the private owners' responsibility. Public Works is working with Code Enforcement on these.

Councilman Clark asked about abandoned buildings. Alexa Barton, City Manager, said if the building is being taken care of, they will not receive a ticket.

At 7:38 p.m. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed and the meeting adjourn from there. Councilwoman Peek seconded. The following vote was recorded:

Ayes: 8 VanWinkle, Savage, Trutzel, Finn, Clark, Mayor Davis, Davidson, Peek

Noes: 0

Absent: 1 Lathrop (stepped out)

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


Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION VII
B

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

COURT DATES: 4/3/19; 4/10/19; 4/17/19; 4/24/19



MUNICIPAL JUDGE **5/1/19**
DATE

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

CITY CLERK **DATE**



Payment Plan Reports

Belton

Wednesday, May 1, 2019 9:07 PM

Collected

Payment Detail Listing By Payment Plan Number From 04/01/2019 - 04/30/2019

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000298	HUMPHREY, JAMES MARCUS	04/01/2019	470228	R00051154	140789945-1 140789945F-1	\$113.00 PY	✓	✓
PP0000298 Totals:						\$113.00		
PP0000526	GLASS, STEVEN ALEX	04/25/2019	471652	R00051802	140794127-1	\$30.00 PY	✓	✓
PP0000526 Totals:						\$30.00		
PP0000654	CAIN, JAMISON MATTHEW	04/25/2019	471681	R00051608	101900190-1	\$100.00 PY	✓	✓
PP0000654 Totals:						\$100.00		
PP0000803	PFLANZ, CHARLES DONAVAN	04/22/2019	471548	R00051562	160757655-1 160757656-1	\$100.00 PY	✓	✓
PP0000803 Totals:						\$100.00		
PP0000861	PERAUD, NICHOLAS G	04/19/2019	471488	R00051531	140795721-1	\$35.00 PY	✓	✓
PP0000861 Totals:						\$35.00		
PP0000935	FISHER, KHADIJAH LASHAE	04/05/2019	470652		140796345-1	\$20.00 AB	✓	✓
PP0000935 Totals:						\$20.00		
PP0000979	VAUGHT, ROBERT EUGENE	04/25/2019	471651	R00051601	140802686-1	\$65.00 PY	✓	
PP0000979 Totals:						\$65.00		
PP0001039	THOMPSON, MARIA SUE	04/25/2019	471680	R00051607	140802389-1 140802390-1	\$120.00 PY	✓	✓
		04/26/2019	471712		140802390-1	\$15.00 AB	✓	✓
		04/26/2019	471713		140802390-1	\$15.00 AB	✓	✓
		04/26/2019	471714		140802391-1	\$15.00 AB	✓	✓
		04/26/2019	471715		140802392-1	\$15.00 AB	✓	✓
		04/26/2019	471716		140802393-1	\$15.00 AB	✓	✓
PP0001039 Totals:						\$195.00		
PP0001110	CROSBY, JACOB NEIL	04/05/2019	470590	R00051279	121165604-1	\$100.00 PY	✓	✓
PP0001110 Totals:						\$100.00		
PP0001284	WESTBROOK, BENJAMIN JAMES	04/08/2019	470718	R00051318	140802804-1	\$20.00 PY	✓	✓
PP0001284 Totals:						\$20.00		
PP0001306	SWANSON, KRISTINA M	04/05/2019	470650		140799060-1	\$30.00 AB	✓	✓
PP0001306 Totals:						\$30.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	04/15/2019	471162	R00051473	140803001-1 140804344-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001400	TUCKER, GARY DON	04/15/2019	471133	R00051454	160753568-1	\$20.00 PY	✓	✓
PP0001400 Totals:						\$20.00		
PP0001436	WARBINGTON, JOSEPH HENRY	04/11/2019	470981	R00051412	140801302-1	\$20.00 PY	✓	✓
PP0001436 Totals:						\$20.00		
PP0001457	CORBIN, SHYANNE C	04/15/2019	471166	R00051474	160753149-1	\$10.00 PY	✓	✓
PP0001457 Totals:						\$10.00		
PP0001572	BARBER, CHRYSTAL LYNN	04/17/2019	471252	R00051501	160754895-1	\$25.00 PY	✓	✓
PP0001572 Totals:						\$25.00		
PP0001762	BUNTIN, RANDALL KEITH	04/05/2019	470654	R00051290	160758449-1	\$50.00 PY	✓	✓
PP0001762 Totals:						\$50.00		
PP0001801	RAY, CHERYL DIANE	04/17/2019	471245	R00051496	140800473-1	\$10.00 PY	✓	✓
PP0001801 Totals:						\$10.00		
PP0001804	LEWIS, DAYMOND K L	04/12/2019	471042	R00051421	160755195-1	\$25.00 PY	✓	✓
PP0001804 Totals:						\$25.00		
PP0001813	CALDWELL, BRUCE LEE	04/05/2019	470647		160753992-1	\$20.00 AB	✓	✓
PP0001813 Totals:						\$20.00		

* Indicates an overpayment was made on the Payment Plan

PP0001853	HUNEKE, TYLER KEONI	04/11/2019	470997		160754776-1	\$60.00 AB ✓ ✓
PP0001853 Totals:						\$60.00
PP0001879	MCNALLY, JULIA ELIZABETH	04/02/2019	470312	R00051197	160753508-1	\$70.00 PY ✓ ✓
PP0001879 Totals:						\$70.00
PP0001920	HAYS, KENNETH JOHN	04/02/2019	470282	R00051168	140798026-1 140798035-1 140798036-1	\$382.50 PY ✓
PP0001920 Totals:						\$382.50
PP0001980	BERRY, LEIGHANN KATHRYN	04/17/2019	471251	R00051500	160757624-1 160757625-1	\$30.00 PY ✓ ✓
PP0001980 Totals:						\$30.00
PP0002006	PUTNAM, JAMES VINCENT	04/12/2019	471076	R00051446	160754241-1 160754239-1	\$220.00 PY ✓
PP0002006 Totals:						\$220.00
PP0002007	FROCK, JASON WAYNE	04/16/2019	471205	R00051482	140802849-1 140802850-1	\$20.00 PY ✓ ✓
PP0002007 Totals:						\$20.00
PP0002062	CROSSLEY, DAKOTA BRADLY	04/16/2019	471177	R00051481	160755015-1	\$20.00 PY ✓ ✓
PP0002062 Totals:						\$20.00
PP0002072	BOLTON, RAHN NMI	04/24/2019	471629	R00051594	160754068-1	\$20.00 PY ✓ ✓
PP0002072 Totals:						\$20.00
PP0002108	REVITA, JORDAN JANICE	04/18/2019	471370	R00051518	160755592-1	\$15.00 PY ✓ ✓
PP0002108 Totals:						\$15.00
PP0002133	OLSON, HARWOOD GLEN	04/03/2019	470418		160757120-1	\$15.00 AB
		04/03/2019	470419		160757121-1	\$15.00 AB
		04/03/2019	470421		160757122-1	\$15.00 AB
		04/16/2019	471206	R00051483	160757122-1	\$20.00 PY ✓ ✓
PP0002133 Totals:						\$65.00
PP0002137	HAYDEN, JIMMIE BERNLEY III	04/30/2019	471852	R00051669	160758140-1 160758141-1 160755012-1	\$336.00 PY ✓
PP0002137 Totals:						\$336.00
PP0002152	RHULE, ALICIA MARIE	04/05/2019	470574	R00051276	160756382-1	\$20.00 PY ✓ ✓
PP0002152 Totals:						\$20.00
PP0002237	BREITWEISER, ANGELIC MARIA	04/03/2019	470488	R00051261	160755023-1	\$20.00 PY ✓ ✓
PP0002237 Totals:						\$20.00
PP0002264	MURPHY, SHAWN P	04/03/2019	470329	R00051206	160757279-1	\$15.00 PY ✓
PP0002264 Totals:						\$15.00
PP0002308	MCNEIGHT, MICHAEL JEAN	04/16/2019	471207	R00051484	160756055-1	\$50.00 PY
PP0002308 Totals:						\$50.00
PP0002321	JULO, SHELBY ORION	04/03/2019	470487		160761145-1	\$15.00 AB ✓ ✓
		04/30/2019	471851	R00051668	160761145-1	\$45.00 PY ✓ ✓
PP0002321 Totals:						\$60.00
PP0002335	MURPHY, SHANE P	04/03/2019	470330	R00051207	160757280-1	\$25.00 PY ✓ ✓
PP0002335 Totals:						\$25.00
PP0002386	CAMPBELL, RICHARD ALLEN	04/03/2019	470389	R00051231	160761644-1 160762117-1	\$233.00 PY ✓
PP0002386 Totals:						\$233.00
PP0002389	WOLF, ROBERT S	04/14/2019	471080	R00051450	140803494-1 140803495-1	\$30.00 PY ✓ ✓
PP0002389 Totals:						\$30.00
PP0002392	BREW, JUSTIN TYRONE	04/11/2019	471010	R00051413	160756573-1	\$75.00 PY ✓
PP0002392 Totals:						\$75.00
PP0002428	ENGLAND, JEREMIAH	04/12/2019	471078	R00051448	160752592-1 160752593-1	\$120.00 PY ✓ ✓
PP0002428 Totals:						\$120.00
PP0002437	DAUGHERTY, CHARLOTTE LYNN	04/05/2019	470648		160757419-1	\$15.00 AB ✓

* Indicates an overpayment was made on the Payment Plan

PP0002437	DAUGHERTY, CHARLOTTE LYNN	04/26/2019	471732	R00051623	160757419-1	\$43.00 PY ✓
PP0002437 Totals:						\$58.00
PP0002445	CRIM, REBECCA KRISTINE	04/08/2019	470734	R00051323	160755578-1	\$20.00 PY ✓ ✓
PP0002445 Totals:						\$20.00
PP0002446	UNDERWOOD, GEORGE EDWARD	04/03/2019	470387	R00051229	160762745-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002459	WALLER, TYLER J	04/05/2019	470646		160759131-1	\$15.00 AB ✓
		04/24/2019	471617	R00051587	160759131-1	\$152.00 PY ✓
PP0002459 Totals:						\$167.00
PP0002488	HARBOUR, SYLVESTER JR JR	04/12/2019	471059	R00051433	160762754-1	\$20.00 PY ✓ ✓
PP0002488 Totals:						\$20.00
PP0002495	NEWMAN, LLOYD PRICE JR	04/26/2019	471711	R00051612	140803287-1	\$50.00 PY ✓ ✓
PP0002495 Totals:						\$50.00
PP0002513	JOHNSON, HALLIE LEIGH	04/10/2019	470880	R00051375	160754902-1	\$35.00 PY
		04/25/2019	471679	R00051606	160754902-1	\$20.00 PY ✓ ✓
PP0002513 Totals:						\$55.00
PP0002548	GARDINER, DALE L	04/03/2019	470333	R00051209	160764126-1	\$25.00 PY ✓
PP0002548 Totals:						\$25.00
PP0002558	WISDOM, SONYA J	04/29/2019	471789	R00051633	160763646-1	\$20.00 PY ✓ ✓
PP0002558 Totals:						\$20.00
PP0002561	HOWELL, STACIA RA'SHAJ	04/05/2019	470595	R00051285	160761363-1	\$75.00 PY ✓ ✓
PP0002561 Totals:						\$75.00
PP0002573	DAVIS, DEBORAH LEANNE	04/03/2019	470328	R00051205	160763701-1	\$40.00 PY ✓ ✓
PP0002573 Totals:						\$40.00
PP0002582	SWINK, DENNIS L	04/03/2019	470338	R00051214	160760328-1	\$30.00 PY ✓
PP0002582 Totals:						\$30.00
PP0002595	BLACKMON, SAVON RAHIEM	04/05/2019	470638		160762114-1	\$15.00 AB ✓ ✓
PP0002595 Totals:						\$15.00
PP0002610	JOHNSTON, JOHN ROBERT	04/05/2019	470596	R00051284	160761388-1	\$50.00 PY ✓ ✓
PP0002610 Totals:						\$50.00
PP0002614	CARDWELL, ELLEN LYNN	04/18/2019	471394	R00051521	160760341-1	\$25.00 PY ✓ ✓
PP0002614 Totals:						\$25.00
PP0002633	BUNTING, GARY LEE	04/09/2019	470794	R00051339	160762272-1	\$50.00 PY ✓ ✓
PP0002633 Totals:						\$50.00
PP0002675	LAMASTER, LA'ARION SHA'COR	04/05/2019	470685	R00051304	160761480-1	\$50.00 PY ✓
PP0002675 Totals:						\$50.00
PP0002681	WELLS, COLE EVERET III	04/10/2019	470905	R00051388	160763385-1	\$50.00 PY ✓ ✓
PP0002681 Totals:						\$50.00
PP0002700	BESHORE, JENICE M	04/29/2019	471821	R00051654	160760411-1 160760412-1	\$30.00 PY ✓ ✓
PP0002700 Totals:						\$30.00
PP0002762	COLBERT, CHAVALLA LEEANN	04/15/2019	471173	R00051478	160761439-1	\$20.00 PY ✓ ✓
PP0002762 Totals:						\$20.00
PP0002783	DECKER, WILLIAM ALBERT	04/03/2019	470358	R00051222	170000005-1	\$50.00 PY ✓ ✓
PP0002783 Totals:						\$50.00
PP0002785	ADAMS, JACOB EUGENE	04/02/2019	470311	R00051196	160764779-1	\$50.00 PY ✓ ✓
		04/30/2019	471855	R00051672	160764779-1 160766134-1 160766135-1	\$300.00 PY ✓ ✓
PP0002785 Totals:						\$350.00
PP0002801	CARRERA-ZARCO, JEISON OMAR	04/08/2019	470738	R00051326	160762936-1	\$25.00 PY ✓ ✓
PP0002801 Totals:						\$25.00
PP0002802	KIHN, LINDA ANN	04/17/2019	471240	R00051491	160763595-1	\$30.00 PY ✓ ✓
PP0002802 Totals:						\$30.00
PP0002808	SIMS, PATRICIA L	04/08/2019	470707	R00051308	160760499-1	\$20.00 PY ✓ ✓
PP0002808 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0002816	BOOKER, JELSON NOBOR	04/04/2019	470540	R00051271	160764859-1	\$150.00 PY ✓
PP0002816 Totals:						\$150.00
PP0002819	MURPHY, THURSTON RONALD RAYMOND	04/23/2019	471574	R00051571	160764302-1	\$20.00 PY ✓ ✓
PP0002819 Totals:						\$20.00
PP0002843	KNIGHT, GEORGE RANSON	04/26/2019	471731	R00051622	160762904-1	\$148.00 PY ✓
PP0002843 Totals:						\$148.00
PP0002845	WHEELER, ALICE JOY	04/10/2019	470883	R00051378	160762989-1	\$25.00 PY ✓
PP0002845 Totals:						\$25.00
PP0002850	OLSON, JOHN E III	04/01/2019	470184	R00051152	160766208-1	\$75.00 PY ✓ ✓
PP0002850 Totals:						\$75.00
PP0002859	OSBORNE, NATHANIEL WALKER	04/10/2019	470832	R00051348	160765838-1	\$20.00 PY ✓ ✓
PP0002859 Totals:						\$20.00
PP0002861	BOYDSTON, NATHANIEL RAY	04/02/2019	470314	R00051199	160765674-1	\$100.00 PY ✓ ✓
PP0002861 Totals:						\$100.00
PP0002872	PATTON, SHEILA MARIE	04/15/2019	471172	R00051477	160754818-1	\$20.00 PY ✓ ✓
PP0002872 Totals:						\$20.00
PP0002878	LEEPER, TIMOTHY A	04/12/2019	471075	R00051445	160761390-1	\$205.00 PY ✓
PP0002878 Totals:						\$205.00
PP0002886	GORDON, DEANDRE DEWAYNE	04/22/2019	471541	R00051559	160761875-1	\$90.00 PY ✓ ✓
PP0002886 Totals:						\$90.00
PP0002890	SIBLEY, TREY EUGENE	04/02/2019	470304	R00051190	160766155-1	\$10.00 PY ✓ ✓
		04/14/2019	471082	R00051451	160766155-1	\$10.00 PY ✓ ✓
		04/26/2019	471726	R00051619	160766155-1	\$10.00 PY ✓ ✓
PP0002890 Totals:						\$30.00
PP0002902	PARROTT, BRIAN DALE	04/03/2019	470327	R00051204	160765761-1	\$25.00 PY ✓ ✓
PP0002902 Totals:						\$25.00
PP0002917	RIDDLE, JEREMY SCOTT	04/03/2019	470317	R00051202	160764389-1	\$50.00 PY ✓ ✓
PP0002917 Totals:						\$50.00
PP0002920	GOUCHER, GILBERT DEAN JR	04/18/2019	471371	R00051519	160764987-1	\$123.00 PY ✓
PP0002920 Totals:						\$123.00
PP0002924	BROWNING, AMBER C	04/02/2019	470305	R00051191	160766179-1	\$250.00 PY ✓
PP0002924 Totals:						\$250.00
PP0002925	CARY, JOSHUA JOSEPH	04/01/2019	470182	R00051150	160765896-1	\$100.00 PY ✓
PP0002925 Totals:						\$100.00
PP0002928	REITZ, WYLIE JAY	04/23/2019	471568	R00051567	160766278-1	\$23.00 PY ✓ ✓
PP0002928 Totals:						\$23.00
PP0002934	JOPLIN, ANGELA MARIE	04/17/2019	471248	R00051499	160757081-1 160757082-1	\$100.00 PY ✓ ✓
PP0002934 Totals:						\$100.00
PP0002941	MANLEY, WILLIE	04/02/2019	470283	R00051169	160760517-1	\$25.00 PY ✓ ✓
PP0002941 Totals:						\$25.00
PP0002942	FISCHER, ELIZABETH LYDIA	04/02/2019	470287	R00051171	160766229-1	\$20.00 PY ✓ ✓
PP0002942 Totals:						\$20.00
PP0002944	TABUAS, DALTON D	04/01/2019	470239	R00051157	160765881-1	\$20.00 PY ✓ ✓
		04/30/2019	471857	R00051674	160765881-1	\$20.00 PY ✓ ✓
PP0002944 Totals:						\$40.00
PP0002945	MUTURI, TWILA SHEVENE	04/03/2019	470446	R00051250	160764318-1	\$50.00 PY ✓ ✓
PP0002945 Totals:						\$50.00
PP0002947	LARNED, BRIAN SCOTT	04/08/2019	470710	R00051311	160766502-1	\$20.00 PY ✓ ✓
		04/23/2019	471566	R00051565	160766502-1	\$20.00 PY ✓ ✓
PP0002947 Totals:						\$40.00
PP0002951	TODD, BRANDON LEE	04/05/2019	470594	R00051283	160764399-1	\$75.00 PY ✓
PP0002951 Totals:						\$75.00
PP0002952	SAUCIER, AMANDA MARIE	04/08/2019	470706	R00051307	160766472-1	\$25.00 PY ✓ ✓
PP0002952 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0002955	ZUMWALT, ZACHARY D	04/25/2019	471683	R00051610	160756955-1	\$50.00 PY ✓ ✓
PP0002955 Totals:						\$50.00
PP0002956	DUFFEY, JOSHUA WILLIAM	04/25/2019	471684	R00051611	160765102-1	\$50.00 PY ✓ ✓
PP0002956 Totals:						\$50.00
PP0002964	KREMER, HUNTER PAUL	04/03/2019	470384	R00051227	160759702-1 160759703-1	\$358.00 PY ✓
PP0002964 Totals:						\$358.00
PP0002969	SMITH, JAMIE N	04/08/2019	470751	R00051332	160765995-1	\$30.00 PY ✓ ✓
PP0002969 Totals:						\$30.00
PP0002970	SIMMONS, TRE MICHAEL	04/08/2019	470725	R00051320	160762847-1	\$123.00 PY ✓
PP0002970 Totals:						\$123.00
PP0002977	LEE, ADAM FORREST	04/08/2019	470750	R00051331	160766812-1	\$25.00 PY
PP0002977 Totals:						\$25.00
PP0002980	BROWNE, KRYSTAL JOYCE	04/12/2019	471071	R00051441	160765069-1	\$225.00 PY ✓
PP0002980 Totals:						\$225.00
PP0002985	SIMMONS, ROBYN LYNN	04/05/2019	470679	R00051298	160758788-1	\$20.00 PY ✓ ✓
PP0002985 Totals:						\$20.00
PP0002987	HERNANDEZ, MONTANA LEIGH	04/16/2019	471175	R00051480	160761866-1	\$41.00 PY ✓
PP0002987 Totals:						\$41.00
PP0002989	BERFIELD, WALTER GEORGE	04/23/2019	471572	R00051569	160766362-1	\$100.00 PY ✓ ✓
PP0002989 Totals:						\$100.00
PP0002990	WOLFF, BRITTANY SUE	04/23/2019	471573	R00051570	160766365-1	\$98.00 PY ✓
PP0002990 Totals:						\$98.00
PP0002996	MOTTER, RYAN K	04/21/2019	471493	R00051535	160761386-1	\$95.00 PY ✓ ✓
PP0002996 Totals:						\$95.00
PP0002997	DAY, JULIANN	04/21/2019	471491	R00051533	160766024-1	\$50.00 PY ✓ ✓
PP0002997 Totals:						\$50.00
PP0003000	SUTCLIFFE, MARSHALL DEAN	04/05/2019 04/22/2019	470597 471539	R00051286 R00051557	160765018-1 160765018-1	\$40.00 PY ✓ \$60.00 PY ✓
PP0003000 Totals:						\$100.00
PP0003001	ASH, CYNTHIA SUE	04/11/2019	470980	R00051411	160767056-1	\$50.00 PY ✓ ✓
PP0003001 Totals:						\$50.00
PP0003003	COX, JOHNATHAN RYAN	04/18/2019	471395	R00051522	160764489-1	\$50.00 PY ✓ ✓
PP0003003 Totals:						\$50.00
PP0003007	CRAWFORD, LEIGHANNE MICHELLE	04/29/2019	471829	R00051658	160759963-1	\$40.00 PY ✓ ✓
PP0003007 Totals:						\$40.00
PP0003008	MOORE, MATTHEW RYAN	04/24/2019	471616	R00051586	160765695-1	\$63.00 PY ✓
PP0003008 Totals:						\$63.00
PP0003012	EKER, CHRISTOPHER W	04/04/2019	470569	R00051272	160766530-1	\$36.00 PY ✓ ✓
PP0003012 Totals:						\$36.00
PP0003013	HOLLMAN, DOUGLAS J	04/17/2019	471241	R00051492	160765988-1	\$50.00 PY ✓ ✓
PP0003013 Totals:						\$50.00
PP0003016	BARTHOLOMEW, JAMES ALLAN	04/01/2019 04/26/2019	470247 471720	R00051160 R00051616	160762983-1 160762983-1	\$25.00 PY ✓ \$35.00 PY ✓
PP0003016 Totals:						\$60.00
PP0003024	SEXTON, VINCENT E	04/22/2019	471494	R00051536	160756324-1	\$20.00 PY ✓ ✓
PP0003024 Totals:						\$20.00
PP0003028	WORLEY, HALI NOEL	04/02/2019 04/14/2019 04/26/2019	470303 471083 471727	R00051189 R00051452 R00051620	160762463-1 160762463-1 160762463-1	\$10.00 PY ✓ ✓ \$10.00 PY ✓ ✓ \$10.00 PY ✓ ✓
PP0003028 Totals:						\$30.00
PP0003030	JOHNSON, JAMES NEIL	04/03/2019	470359	R00051223	160764667-1	\$50.00 PY ✓ ✓
PP0003030 Totals:						\$50.00
PP0003031	MAHURIN, WILLIAM DALE	04/22/2019	471545	R00051561	160765851-1	\$25.00 PY ✓ ✓
PP0003031 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0003032	YOUNG, CHRISTY RANEA	04/03/2019	470392	R00051233	160762579-1	\$30.00 PY ✓ ✓
PP0003032 Totals:						\$30.00
PP0003033	GREEN, MELISSA JEWEL	04/09/2019	470753	R00051334	160764432-1	\$50.00 PY ✓
PP0003033 Totals:						\$50.00
PP0003037	MENSAH, SAMUEL X	04/01/2019	470181	R00051149	160764490-1 160764491-1	\$246.00 PY ✓
PP0003037 Totals:						\$246.00
PP0003038	TORRENCE, GENEVA PEARL	04/03/2019	470336	R00051212	160766722-1	\$50.00 PY ✓ ✓
PP0003038 Totals:						\$50.00
PP0003040	RUSSELL, MYLISSA M	04/01/2019	470183	R00051151	160766103-1	\$25.00 PY ✓ ✓
		04/30/2019	471841	R00051662	160766103-1	\$25.00 PY ✓ ✓
PP0003040 Totals:						\$50.00
PP0003045	FOULK, TRISTA ANITA	04/25/2019	471678	R00051605	160765038-1	\$135.00 PY ✓
PP0003045 Totals:						\$135.00
PP0003051	WRIGHT, MEGAN RAVEE	04/03/2019	470316	R00051201	160761967-1	\$50.00 PY ✓
		04/10/2019	470961	R00051408	160761967-1	\$73.00 PY ✓
PP0003051 Totals:						\$123.00
PP0003053	FRIEND, MATTHEW AARON	04/05/2019	470593	R00051282	160764599-1	\$40.00 PY ✓ ✓
PP0003053 Totals:						\$40.00
PP0003059	WIESE, DANIELLE SHAREE	04/29/2019	471819	R00051652	160764402-1	\$50.00 PY ✓ ✓
PP0003059 Totals:						\$50.00
PP0003060	HILL, ANTHONY ALLEN BERT	04/11/2019	470963	R00051410	160765093-1	\$97.50 PY ✓
PP0003060 Totals:						\$97.50
PP0003061	PLUMMER, APRIL J	04/08/2019	470719	R00051319	160760555-1	\$41.50 PY ✓ ✓
PP0003061 Totals:						\$41.50
PP0003063	GONZALES, JOB BLITZ	04/05/2019	470686	R00051305	160766913-1	\$40.00 PY ✓ ✓
PP0003063 Totals:						\$40.00
PP0003068	WAGNER, LATRICE SHALET	04/01/2019	470243	R00051158	160763895-1	\$20.00 PY ✓ ✓
		04/26/2019	471730	R00051621	160763895-1	\$20.00 PY ✓ ✓
PP0003068 Totals:						\$40.00
PP0003069	SELLNER, DEREK MICHAEL	04/25/2019	471662	R00051603	160766774-1	\$20.00 PY ✓ ✓
PP0003069 Totals:						\$20.00
PP0003070	RITTER, DAWN M	04/03/2019	470411	R00051243	140800567-1	\$108.00 PY ✓
PP0003070 Totals:						\$108.00
PP0003073	SHIPLEY, RANDALL EUGENE	04/12/2019	471070	R00051440	140801888-1	\$250.00 PY ✓
PP0003073 Totals:						\$250.00
PP0003076	WHITFIELD, HOWARD AUSTIN	04/29/2019	471816	R00051649	160753373-1	\$60.00 PY ✓ ✓
PP0003076 Totals:						\$60.00
PP0003077	POWERS, AMBER NICOLE	04/15/2019	471170	R00051475	160766423-1	\$45.00 PY ✓ ✓
PP0003077 Totals:						\$45.00
PP0003078	GOODWIN, RONNESHIA LASHA	04/01/2019	470231	R00051156	160766779-1	\$30.00 PY ✓ ✓
PP0003078 Totals:						\$30.00
PP0003079	FREEMAN, DARNELL LAMONT	04/09/2019	470804	R00051345	160765171-1	\$50.00 PY ✓ ✓
PP0003079 Totals:						\$50.00
PP0003080	BOGGS, MARQUES RICHARD DEFR	04/02/2019	470302	R00051188	160767420-1	\$25.00 PY ✓ ✓
PP0003080 Totals:						\$25.00
PP0003081	BARBER, CHARLES ANTHONY	04/12/2019	471073	R00051443	160767396-1	\$100.00 PY ✓
PP0003081 Totals:						\$100.00
PP0003083	TORRES, NADIA Y	04/15/2019	471171	R00051476	160767314-1	\$51.50 PY ✓
PP0003083 Totals:						\$51.50
PP0003085	SMITH, DAUNCY LAVELLE JR	04/01/2019	470226	R00051153	160765304-1	\$25.00 PY ✓ ✓
PP0003085 Totals:						\$25.00
PP0003086	JONS-FANSLER, KAILEY MARIE	04/12/2019	471033	R00051420	160763903-1	\$120.00 PY ✓ ✓
PP0003086 Totals:						\$120.00
PP0003088	PHILLIPS, ROBERTA LEE	04/08/2019	470728	R00051321	160765169-1	\$63.00 PY ✓ ✓
PP0003088 Totals:						\$63.00

* Indicates an overpayment was made on the Payment Plan

PP0003090	ERHARD, CHRISTIAN MICHAEL	04/23/2019	471564	R00051563	160766396-1	\$25.00 PY ✓ ✓
PP0003090 Totals:						\$25.00
PP0003091	FALZONE, THOMAS MICHAEL	04/23/2019	471565	R00051564	160767031-1	\$25.00 PY ✓ ✓
PP0003091 Totals:						\$25.00
PP0003092	ROCHA, ALEXANDRA DEANNA	04/22/2019	471537	R00051555	160764565-1	\$20.00 PY ✓ ✓
PP0003092 Totals:						\$20.00
PP0003093	DAILEY, TROY D	04/09/2019	470797	R00051342	160767226-1	\$41.00 PY ✓ ✓
PP0003093 Totals:						\$41.00
PP0003095	DODGEN, THOMAS PAT	04/10/2019	470881	R00051376	160755133-1	\$25.00 PY ✓ ✓
PP0003095 Totals:						\$25.00
PP0003100	HAMM, SAHVANNA LOUISE	04/03/2019	470420	R00051244	160764583-1	\$50.00 PY ✓
		04/10/2019	470895	R00051383	160764583-1	\$73.00 PY ✓
PP0003100 Totals:						\$123.00
PP0003101	MCKINZY, CRISSA JONNE	04/22/2019	471542	R00051560	160763906-1	\$25.00 PY ✓ ✓
PP0003101 Totals:						\$25.00
PP0003102	BELL, MARK L JR	04/26/2019	471717	R00051613	160766721-1	\$47.00 PY ✓ ✓
PP0003102 Totals:						\$47.00
PP0003103	HORNE, KENNETH L	04/29/2019	471811	R00051646	160766356-1	\$58.00 PY ✓ ✓
PP0003103 Totals:						\$58.00
PP0003106	IVEY, ARTHUR T	04/03/2019	470410	R00051242	160756271-1	\$25.00 PY ✓ ✓
PP0003106 Totals:						\$25.00
PP0003107	WALKER, ALEXIS ANN	04/06/2019	470687	R00051306	160767090-1	\$50.00 PY ✓ ✓
		04/20/2019	471490	R00051532	160767090-1	\$50.00 PY ✓ ✓
PP0003107 Totals:						\$100.00
PP0003108	OSBORNE, TAYLOR JAMES	04/17/2019	471311	R00051511	160764559-1	\$40.00 PY ✓ ✓
PP0003108 Totals:						\$40.00
PP0003110	BLACKMER, DAVID D.A.	04/11/2019	471019	R00051416	160765320-1	\$175.00 PY ✓
PP0003110 Totals:						\$175.00
PP0003111	BAKER, JENNIFER NIKCOLE	04/03/2019	470444	R00051249	160766811-1	\$25.00 PY ✓ ✓
PP0003111 Totals:						\$25.00
PP0003112	RUTH, RACHEL L	04/12/2019	471054	R00051432	160766302-1	\$20.00 PY ✓ ✓
PP0003112 Totals:						\$20.00
PP0003113	DAVIS, HANS G.L.	04/03/2019	470459	R00051251	160765011-1 160765012-1	\$50.00 PY ✓ ✓
PP0003113 Totals:						\$50.00
PP0003119	NOEL, ELISHA L	04/03/2019	470484	R00051258	160756021-1	\$20.00 PY ✓ ✓
PP0003119 Totals:						\$20.00
PP0003120	GEHRS, ADAM WELCH	04/03/2019	470492	R00051264	160763889-1	\$50.00 PY ✓ ✓
PP0003120 Totals:						\$50.00
PP0003123	THOMAS, TONY N	04/12/2019	471077	R00051447	160767119-1	\$125.00 PY ✓
PP0003123 Totals:						\$125.00
PP0003124	LAMAR, REGINALD JAMES	04/29/2019	471828	R00051657	160766760-1	\$20.00 PY ✓ ✓
PP0003124 Totals:						\$20.00
PP0003125	DEPASQUALE, DANNI MARIE	04/23/2019	471576	R00051572	160763891-1	\$20.00 PY ✓ ✓
PP0003125 Totals:						\$20.00
PP0003128	OWENS, THOMAS RAYMOND	04/10/2019	470932	R00051399	160767181-1	\$100.00 PY
PP0003128 Totals:						\$100.00
PP0003129	WRIGHT, SARAH LOU	04/10/2019	470935	R00051401	160766963-1	\$140.00 PY ✓
		04/12/2019	471067	R00051437	160766963-1	\$85.00 PY ✓
PP0003129 Totals:						\$225.00
PP0003130	CHAMBERS, ONIE F	04/10/2019	470938	R00051402	160766042-1	\$60.00 PY ✓ ✓
PP0003130 Totals:						\$60.00
PP0003133	OGLETREE, KATHERINE M	04/10/2019	470960	R00051407	160765941-1	\$10.00 PY ✓ ✓
PP0003133 Totals:						\$10.00

* Indicates an overpayment was made on the Payment Plan

PP0003151 Totals:

\$40.00

Report Totals

\$11,322.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 04/01/2019 To 04/30/2019

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Violations By Filed Date

City Ordinance	133
IPMC CODE	15
MOVING TRAFFIC	226
Parking	1
Traffic	144
UNIFIED DEVELOPMENT CODE	1
Total Violations Filed:	520

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

20	City Ordinance	1
	MOVING TRAFFIC	70
	Parking	3
	Traffic	63
	CL	137

PDFN-PROSECUTION DECLINED NOT FILED

	City Ordinance	5
	MOVING TRAFFIC	1
	Traffic	1
	PDFN	7
	Total Violations Completed-Paid Fines:	144

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

	City Ordinance	88
	IPMC CODE	4



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 04/01/2019 To 04/30/2019

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Violations Completed-Before Judge By Filed Date

MOVING TRAFFIC	70	
Parking	3	
Traffic	118	
UNUSED	1	
CL		284

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	1	
D\$		1

DC-Dismissed by Complainant

City Ordinance	5	
DC		5

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DI-CLOSED BY SIS

MOVING TRAFFIC	5	
DI		5

DP-Dismissed by Prosecutor

City Ordinance	17	
IPMC CODE	5	
MOVING TRAFFIC	14	
Traffic	3	
DP		39

DW-DISMISSED NO WITNESS

City Ordinance	3	
DW		3



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 04/01/2019 To 04/30/2019

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Violations Completed-Before Judge By Filed Date

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	1	
MOVING TRAFFIC	28	
Traffic	1	
DX		30
Total Violations Completed-Before Judge:		367

Violations Completed-Other By Filed Date

DS-DISMISSED SC PP RECALCULATED/PAID

22	City Ordinance	9	
	DS		9

DS-DISMISSED STATE CHARGES

	City Ordinance	1	
	MOVING TRAFFIC	6	
	DS		7
	Total Violations Completed-Paid Fines:		16



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 04/01/2019 To 04/30/2019

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Total Violations Completed-Paid Fines:	144
Total Violations Completed-Before Judge:	367
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	16
<hr/>	
Total Violations Completed:	527
Total Violations Filed:	520
<hr/>	
Net Difference Filed - Completed:	-7

Warrants Issued

23	City Ordinance	163		
	IPMC CODE	1		
	MOVING TRAFFIC	144		
	Parking	2		
	Traffic	80		
	Total Warrants Issued:	390	Total Violations:	390

Warrants Cleared

	City Ordinance	155		
	MOVING TRAFFIC	134		
	Parking	3		
	Traffic	121		
	UNUSED	1		
	Total Warrants Cleared:	414	Total Violations:	414



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 04/01/2019 To 04/30/2019

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Total Warrants Issued:	390
Total Warrants Cleared:	414
Net Difference:	-24

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	6	
AJ		6

CC-CONTEMPT OF COURT ISSUED

City Ordinance	1	
Traffic	1	
CC		2

CD-Completion date for school(s)

MOVING TRAFFIC	3	
CD		3

CL-CLOSED FOUND GUILTY

Parking	1	
CL		1

CN-Continued Arraignment

City Ordinance	16	
MOVING TRAFFIC	11	
Traffic	5	
UNUSED	1	
CN		33



My Filed Or Closed Cases Listing

Belton

5/1/2019 9:38:29 PM

Totals For Filed Date From 04/01/2019 To 04/30/2019

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Violations Completed-Other Paid By Filed Date

CS-Community Service Hours

City Ordinance	2	
CS		2

CT-Continued Trial

City Ordinance	1	
CT		1

PP-Payment plan

City Ordinance	42	
MOVING TRAFFIC	55	
Traffic	36	
UNUSED	1	
PP		134

WI-Warrant Issued

City Ordinance	26	
MOVING TRAFFIC	9	
Traffic	6	
WI		41

Total Violations Completed-Other Paid:		223
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25



My Filed Or Closed Cases Listing

Belton

5/1/2019 9:38:29 PM

Posted Fee Totals For Posted Date From 04/01/2019 To 04/30/2019

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$5,860.00
CC (76)	COURT COSTS	\$3,730.99
CN (CA)	COURT NOTIFCATION AUTOMATION	\$645.97
CVC2 (74)	CRIME VICTIMS CITY	\$124.69
CVS2 (CV)	CRIME VICTIMS STATE	\$2,665.99
DM (82)	DOMESTIC VIOLENCE	\$674.00
DWI (77)	DWI RECOVERY COST	\$200.00
FINE (76)	FINE	\$49,040.82
ILFC (83)	ILF- CITY	\$339.37
IS (IS)	INMATE SECURITY FUND	\$675.67
RST (RS)	RESTITUTION	\$100.00
RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SR (SR)	SHERIFF RETIREMENT	\$1,121.65
TFC (78)	TRAINING FUND CITY	\$676.00
TFS (81)	TRAINING FUND STATE	\$373.85

26

Report Totals: \$66,249.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 4/2019
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		100	3,459
B. cases (citations / informations) filed		4	367
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	5
3. court / bench trial - NOT GUILTY		0	29
4. plea of GUILTY in court		3	192
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	136
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		1	21
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		4	383
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		100	3,443
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	390	# issued during period	0
2. # served/withdrawn during reporting period	414	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,459		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 4/2019
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$32,754.77		
Clerk Fee - Excess Revenue	\$3,035.59		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$92.13		
Bond forfeitures (paid to city) - Excess Revenue	\$1,730.00		
Total Excess Revenue	\$37,612.49		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$16,932.02		
Clerk Fee - Other	\$1,034.77		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$373.85		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,665.99		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$32.56		
Law Enforcement Training (LET) Fund surcharge	\$676.00		
Domestic Violence Shelter surcharge	\$674.00		
Inmate Prisoner Detainee Security Fund surcharge	\$675.67		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,121.65		
Restitution	\$100.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$4,130.00		
Total Revenue Other	\$28,416.51		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$220.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$66,249.00
DWI RECOVERY COST	\$200.00	Bond Refunds	\$0.00
RETURN CHECK FEE	\$20.00	Total Disbursements	\$66,249.00

[Skip to main content](#)

[Instructions](#) | [ellisla1](#) | [Logout](#)

Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	5	Cass	17th
Belton Municipal Divisic	79	new	new
0	Select		

Add May Report +

Show 10 entries

Search:

Reporting Period Year

Reporting Period Month

2019	April	Resubmit	
2019	March	Resubmit	
2019	February	Resubmit	
2019	January	Resubmit	
2018	December	Resubmit	
2018	November	Resubmit	
2018	October	Resubmit	
2018	September	Resubmit	
2018	August	Resubmit	
2018	July	Resubmit	

Showing 1 to 10 of 16 entries

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

Are you the Principal/Chief Judge?

Yes
 No

SECTION VII

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 11, 2019

DIVISION: FIRE

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 fire department currently owns three ambulance units. We have been fortunate enough to replenish our staffing to a full staffing of fourteen members per shift. This allows us to staff all three ambulances for calls, which leaves us without a spare during times of routine maintenance or unexpected breakdowns.

The FY 2020 budget had included \$250,000 to remount two of our existing ambulances. We would, instead, like to purchase one additional new F550 Type I Ambulance for the amount of \$218,245 from Emergency Services Supply.

This bid was processed through the MARC HGACBuy.

IMPACT/ANALYSIS:

Contractor	Emergency Services Supply (Osage Ambulance)
Amount of Request/Contract	\$218,245.00 (2019 F-550 Type I Super Warrior Ambulance)
Amount Budgeted	\$250,000
Funding Source	010-4400-495-7500 (\$250,000)
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	010-4400-495-7500 (\$31,755.00)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2019 F-550 Type I Ambulance from Emergency Services Supply in Linn, MO for \$218,245.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- HGAC Contract Pricing Worksheet
- Emergency Services Supply Quote



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

Am10-18

Date Prepared:

5/22/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Belton, MO (MARC/KCRPC)	Contractor:	Emergency Services Supply
Contact Person:	Doug McGuire	Prepared By:	John Kehoe
Phone:	816-331-1500	Phone:	573-690-1122
Fax:		Fax:	
Email:	dmcguire@beltonfire.org / rita.parker@kcrpc.com	Email:	jkeho@osageind.com

Product Code:	AM18TA16	Description:	Type I Super Warrior Ford F-550 4x4
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	151800
---	--------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SEE ATTACHED			
Subtotal From Additional Sheet(s):			47990
		Subtotal B:	47990

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SEE ATTACHED			
Subtotal From Additional Sheet(s):			17455
		Subtotal C:	17455

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	9%
--	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)	Quantity Ordered:	1	X	Subtotal of A + B + C:	217245	=	Subtotal D:	217245
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1000
---	-------------	------

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Description	Cost	Description	Cost
Subtotal F:			0

Delivery Date:	August 2019	G. Total Purchase Price (D+E+F):	218245
-----------------------	-------------	---	--------

QTY	Code Part No.	Option Description	Offered Price	Total Price
		EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS		
22	W-02	Chrome Flanges for 9 x 7 (per light)	\$15.00	\$330.00
2	W-03	Chrome Flanges for 7 x 3 or 6 x 4 Lights	\$15.00	\$30.00
1	W-11	Opti-Com	\$1,900.00	\$1,900.00
4	W-15	Whelen Strip-Lite, Red or Amber	\$175.00	\$700.00
2	W-16	Whelen Strip-Lite, Blue	\$270.00	\$540.00
6	W-25	Additional 900 Solid LED, R, B or A	\$250.00	\$1,500.00
8	W-27	Additional 900 R/B or R/A LED	\$320.00	\$2,560.00
2	W-39	Additional 600, R/B or R/A	\$200.00	\$400.00
5	W-41	Additional 500 LED, R, B or A	\$160.00	\$800.00
3	W-63	Add Any Light to Interior of Door (Add to Light Price)	\$35.00	\$105.00
6	W-64	Whelen 90COENZR 24-DIODE Scene Light. Upgrade	\$380.00	\$2,280.00
1	W-70	Upgrade 600 Reverse Lights to LED (Pair)	\$200.00	\$200.00
1	W-79	Federal E-Q2B	\$1,645.00	\$1,645.00
1	W-92	6 x 4 LED Turn Lights w/ Chrome Flanges Mounted Front of Module, (Per Pair)	\$300.00	\$300.00
1	W-99	LED Running Board Lights	\$400.00	\$400.00
1	W-107	Techniques E-41 LED Strip Lighting in all Compartments	\$1,025.00	\$1,025.00
			\$0.00	\$0.00
		ELECTRICAL OPTIONS	\$0.00	\$0.00
1	E-03	Vanner Inverter / Conditioner w/ Remote Switch, Model 20-1050-CUL	\$1,525.00	\$1,525.00
1	E-09	Twist Lock 30 Amp Shoreline	\$75.00	\$75.00
1	E-12	Shoreline Indicator at Shoreline	\$200.00	\$200.00
	E-13	Ammeter	\$400.00	\$0.00
3	E-14	110 V Outlet, Additional per Outlet	\$85.00	\$255.00
2	E-15	12V DC Outlet, Cigar Style, Additional per Outlet	\$60.00	\$120.00
1	E-19	LED Federal Little Lite	\$180.00	\$180.00
1	E-22	Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (Strip LED)	\$750.00	\$750.00
1	E-23	Power Door Lock Control Head	\$330.00	\$330.00
7	E-24	Power Door Lock Per Door	\$140.00	\$980.00
1	E-25	LED Lights (3) Above Rear Entry Doors (Brake & Turn)	\$225.00	\$225.00
1	E-32	Hidden Switch in Grill for Door Locks	\$175.00	\$175.00
1	E-35	Antenna Pre-Wire, (additional per Pre-Wire)	\$40.00	\$40.00
2	E-36	Pre-Wire & Ground for Radio. (additional per Pre-Wire)	\$50.00	\$100.00
1	E-37	Two Radio Speakers in Patient Compartment	\$175.00	\$175.00
1	E-38	Volume Control for Rear Speakers Mounted in Action Area	\$120.00	\$120.00
1	E-40	Intelli-Tech Time Manager	\$355.00	\$355.00
1	E-53	Rear Flashers on in Reverse (Specify on Page 9)	\$0.00	\$0.00
1	E-54	Side Scene on in Reverse	\$0.00	\$0.00
1	E-55	Brake Override	\$0.00	\$0.00
1	E-76	Digital Thermostat	\$375.00	\$375.00
		MEDICAL OPTIONS	\$0.00	\$0.00
1	M-10	Install Customer-supplied Power Load	\$1,400.00	\$1,400.00
2	M-14	Additional O2 Outlet Over Squad Bench	\$165.00	\$330.00

1	M-19	Electric O2 Solenoid w/Switch	\$355.00	\$355.00
1	M-20	Amico Digital O2 Gauge w/Regulator	\$625.00	\$625.00
1	M-22	Zico Hydraulic O2 Bracket Specify (M or H Cylinder)	\$2,550.00	\$2,550.00
1	M-24	Zico Portable O2 Bracket QRD2	\$285.00	\$285.00
			\$0.00	\$0.00
		INTERIOR OPTIONS	\$0.00	\$0.00
1	I-08	Swivel Pedestal for EVS Attendant Seat	\$395.00	\$395.00
1	I-09	3-Pt. Child Seat	\$580.00	\$580.00
1	I-27	Customize Console in Type I	\$135.00	\$135.00
1	I-34	On 72" Headroom Units, Drop Bench and CPR Seat 2 Adding 2" to Overhead Cabinets	\$400.00	\$400.00
		(WILL ELIMINATE SHARPS & WASTE, AND O2 RECESSED IN BENCH)	\$0.00	\$0.00
1	I-37	Cabinet @ Head of Squad Bench for Portable O2, Recessed Below Floor Level	\$450.00	\$450.00
1	I-39	Re-stocking Seals in Cabinet Windows	\$175.00	\$175.00
4	I-40	Tilt-up Speed Load Cabinet Windows, w/latch (per window)	\$225.00	\$900.00
1	I-48	Track-Type Adjustable Shelves in Interior Cabinets. (per shelf)	\$70.00	\$70.00
1	I-50	Monitor Shelf to the Rear of the CPR Seat	\$0.00	\$0.00
1	I-51	Ceiling HVAC Duct	\$1,150.00	\$1,150.00
1	I-52	Glove Storage Over Side Entry Door	\$350.00	\$350.00
1	I-54	Recessed Suction in Left Aisle Wall (No Door)	\$350.00	\$350.00
1	I-56	Café Double Doors, (Warrior)	\$200.00	\$200.00
11	I-62	Southco Stainless Steel Latches, (per Latch)	\$25.00	\$275.00
1	I-74	Drawer for General Storage (Indicate Location)	\$325.00	\$325.00
1	I-75	Drawer with Flip-up Writing Service	\$400.00	\$400.00
1	I-77	Additional Grab Rail Over Squad Bench	\$190.00	\$190.00
1	I-79	A-Bar w/Sharps & Waste @ Head of Squad Bench, SS Removable (Warrior Models Only)	\$645.00	\$645.00
1	I-84	Sound Deadening Under Floor	\$500.00	\$500.00
1	I-85	3M Sound Deadening on Back of Exterior Compartments	\$460.00	\$460.00
1	I-88	Crawl Through to Cab. (Type I)	\$1,250.00	\$1,250.00
			\$0.00	\$0.00
		EXTERIOR OPTIONS	\$0.00	\$0.00
1	EX-01	Custom body Length. Fill in Length _____	\$650.00	\$650.00
2	EX-05	Change Exterior Compartment Size	\$300.00	\$600.00
1	EX-16	Stairchair Bracket	\$120.00	\$120.00
1	EX-18	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide	\$180.00	\$180.00
1	EX-19	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide	\$190.00	\$190.00
1	EX-21	Additional Shelf in Exterior Compartment 12"-30" wide	\$110.00	\$110.00
1	EX-31	Stainless Kick Plates on Entry Doors (three)	\$255.00	\$255.00
2	EX-35	Drop SKIRT Line 4" from Right Rear wheel to Right Front Corner, Add 2nd Entry Step	\$600.00	\$1,200.00
1	EX-38	Recessed Rear Tow Hooks	\$575.00	\$575.00
1	EX-44	Stainless Steel Fuel Guard	\$65.00	\$65.00
1	EX-47	Southpark Handle at Side Door	\$125.00	\$125.00
			\$0.00	\$0.00
		MISCELLANEOUS OPTIONS	\$0.00	\$0.00
1	MS-03	Fire Extinguisher, 5lb	\$65.00	\$65.00
			\$0.00	\$0.00
		PAINT OPTIONS	\$0.00	\$0.00
1	P-07	Paint Cab (Door jams included)	\$3,750.00	\$3,750.00

1	P-11	Wet Sand & Buff	\$2,565.00	\$2,565.00
1	P-20	6" 3M Reflective Chevron, Two Alternating Colors	\$1,350.00	\$1,350.00
1	P-26	6" Chevron on Rear Doors, Two Colors	\$750.00	\$750.00
		TOTAL		\$47,990.00

UNPUBLISHED OPTIONS BELTON	QTY	PRICE
Liquid Spring	1	\$ 9,190.00
Upgrade brake/turn lights to M6	2	\$ 120.00
Upgrade turn lights to M6	2	\$ 120.00
Rosco Windshield camera	1	\$ 1,600.00
Mount customer supplied radios	2	\$ 400.00
Mount keylock box	1	\$ 100.00
Interlock switch for Zico	1	\$ 350.00
Glove storage right rear wall	1	\$ 450.00
Flip up Plexi Glass over bench and CPR	2	\$ 100.00
Install customers SCBA	2	\$ 150.00
Mount tool bracket in #4	2	\$ 150.00
Dividers in #5	2	\$ 200.00
Custom Bumper caps	2	\$ 200.00
Painted shutter on #4	2	\$ 800.00
Paint roof white	1	\$ 700.00
Paint top 12" of modular grey	1	\$ 1,000.00
Custom lettering,stripping	1	\$ 1,825.00
TOTAL		\$ 17,455.00



194 Twin Ridge Road
Linn, MO
Phone: 800/822-3634
Fax: 573/897-3113

DATE: 05/20/2019 (Updated)
QUOTATION TO: Belton Fire Department
DELIVERY TIME: August 2019
F.O.B.: Linn, Missouri - Customer pick up of ambulance from Osage Industries.
PAYMENT: Net on completion of work.

- (1) NEW F550 Type I Ambulance to Match current Fleet
 - Built off last set of specs with few minor changes.
 - Medvault included
 - Techimount monitor mount

TOTAL PRICE AS LISTED HEREIN - - - - - \$ 218,245

Dan Kehoe
Emergency Services Supply

Quote valid for 30 days without review

SECTION VII

D



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: June 11, 2019

DIVISION: FIRE

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:

With the approval of a fourth ambulance it is necessary to purchase a stretcher, load system, and stair chair in order to properly outfit the ambulance.

The FY 2020 budget did not have these items requested. However, we find it important enough to make adjustments to other capital items to cover the \$45,374.74 difference. Funding will come from the remaining capital outlay monies allotted for the ambulance purchase as well as two other previously requested capital items.

In order to maintain fleet uniformity this bid was processed by Stryker Medical who is a sole source provider able to match our existing equipment.

IMPACT/ANALYSIS:

Contractor	Stryker
Amount of Request/Contract	\$45,374.74 (MTS Power Load, Power PRO XT, Stair PRO Model 6252)
Amount Budgeted	\$0
Funding Source	010-4400-495-7500 (\$31,755.00) 010-4400-495-7400 (\$10,000.00 Ballistic Protection)(\$3619.74 Staff AED)
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of 1- MTS Power Load System (\$22,995.00), 1- Power-PRO stretcher and options (\$18995.00), 1- Stair-PRO and options (\$3,384.74) from Stryker Medical

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Stryker quote #6903497



Comprehensive Quotation

Sales Account Manager
 Todd Tibbets
 Todd.Tibbets@stryker.com
 Cell: 925-323-8136

Remit to:
 Stryker Medical
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1094998
 BELTON FIRE DEPT
 223 MAIN ST
 BELTON, MO 64012

Shipping Address
 1094998
 BELTON FIRE DEPT
 223 MAIN ST
 BELTON, MO 64012

Billing Address
 1070660
 CITY OF BELTON
 506 MAIN ST
 BELTON, MO 64012

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6903497	10/19/2018	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	MTS POWER LOAD	639005550001	\$22,995.00	\$22,995.00	
2.00	1	Power-PRO XT	6506000000	\$18,995.00	\$18,995.00	
		Options				
	1	Power-PRO XT	6506000000	\$18,995.00	\$18,995.00	
	1	Power Pro Standard Components	6506026000			
	1	XPS Siderails	6506040000			
	1	No Runner/HE O2	0054200994			
	1	Equipment Hook	6500147000			
	1	Power-LOAD Compallble Option	6506127000			
	1	Knee-Gatch/Trendelenburg	8500082000			
	1	No HE Section O2 Bottle	6506036000			
	1	Pocketed Back Rest Pouch	6500130000			
	1	Head End Storage Flat	6500128000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	English Manual	6506600000			
	1	SMRT KIT-120V AC, 12V DC, Brckt	6500038000			
	1	Short Hook	6080036017			
	1	XPS Mattress - Black	6500003130			
	1	Steer Lock Option	6506038000			
	1	3 YR X-Frame Powertrain Wrnty.	7777881669			
	1	2 Yr Bumper to Bumper Warrantly	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	3 Stage IV Pole PR Option	5500315000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
	1	Dual Wheel Lock	6086602010			
	1	PR Col Retaining Post	6085033000			
3.00	1	Stair-PRO Model 6252	8252000000	\$3,384.74	\$3,384.74	
		Options				
	1	Stair-PRO Model 6252	8252000000	\$3,384.74	\$3,384.74	
	1	Common Components	6252026000			
	1	Stair-Pro Operations Manual	8252009001			
	1	2 Piece ABS Panel Seat	6250021000			
	1	Polypropelene Restrainl Set (Plastic Buckles)	6250160000			
	1	1 year parts, labor & travel	7777881660			
	1	Main Frame Assy Option	6252022000			
	1	Standard Length Lower Lift Handles	6250024000			
	1	In-Service Video (DVD)	6250001162			
	1	Footrest Option	6252027000			
	1	No IV Clip Option	6252024000			



Comprehensive Quotation

Sales Account Manager
Todd Tibbells
Todd.Tibbells@stryker.com
Cell: 925-323-8136

Remit to:
Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308

Note:

Product Total	\$45,374.74
Freight	\$0.00
Tax	\$0.00
Total	\$45,374.74

Signature:  Title/Position: FIRE CHIEF Date: 11/16/18

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days, FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

SECTION VII

E



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: June 11, 2019

DIVISION: FIRE

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:

Patients experiencing cardiac arrest require immediate basic life support followed by prompt advanced life support. Chest compressions are a very important part of basic lifesaving skills that can increase the possibility of survival. This can be frequently interrupted when transferring the patient and also dangerous for our personnel when driving down the road.

The Lucas device is designed to be attached to the patient and give continuous compressions at the recommended rate and depth with no interruptions. This frees up one of our personnel to do other patient care duties as well as increase the safety and allowing personnel to be seated during transport.

This is a sole source bid from the manufacture for equipment that matches and is compatible with our current equipment.

IMPACT/ANALYSIS:

Contractor	Physio Control
Amount of Request/Contract	\$29,605.64 (Lucas 3 with case, power supply, and batteries, and accessories)
Amount Budgeted	\$29,000.00
Funding Source	010-4400-495-7400 (\$29,000.00 Auto CPR Machines) (\$605.64 AED for Staff Vehicles)
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of 2- Lucas 3 Chest Compression Systems with listed accessories in the amount of \$29,605.64.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Physio Control bid quote number 00164059



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To BELTON FD
 Attn: Steve Kratofil, Battalion Chief
 16300 MULLEN RD
 BELTON, MO 64012
 (816) 331-7969
skratofil@beltonfire.org

Quote Number 00164059
 Revision # 1
 Created Date 2/22/2019
 Sales Consultant Amy R. LeBar
 (816) 332-3750
amy.lebar@stryker.com
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Contract Vizion T1 CE2543 Expiration Date 5/10/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.	2.00	16,190.00	-2,313.00	13,877.00	27,754.00
11576-000071	LUCAS Power Supply	2.00	391.00	-70.38	320.62	641.24
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	755.00	-149.80	605.20	1,210.40

Subtotal USD 29,605.64
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total USD 29,605.64

Pricing Summary Totals
 List Price Total USD 34,672.00
 Total Contract Discounts Amount USD -4,925.60
 Total Discount USD -140.76
 Trade In Discounts USD 0.00
 Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 29,605.64

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name _____	Account Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip Code _____	State _____ Zip Code _____
Accounts Payable Contact Information	
Accounts Payable Contact _____	Accounts Payable Phone Number _____
Accounts Payable Email _____	Customer is Tax Exempt? Yes No
Authorized Customer Signature	
Name _____	Signature _____
Title _____	Date _____

Optional Information:

Special Ship to Address _____

Comments _____

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number AL/20658401/181592

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services, in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395c(X1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys' fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

SECTION VII

F



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 11, 2019

DIVISION: Public Works/Engineering

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:

Vehicle #47, a 2005 Chevrolet 1500 Half-Ton Silverado truck, is used by the Public Works Engineering Division to conduct daily inspections of work being performed within the City. This truck has in excess of 90,000 miles and has rust on the frame and body of the truck, as well as the bumper, which is completely rusted out and has no remaining structural integrity. This vehicle has experienced three different major brake issues and repairs within the past calendar year. The safety of our City Staff is imperative, and the replacement of this vehicle is of vital importance with the Public Works Engineering Division's responsibility to conduct inspections and ensure an efficient and timely inspection/investigation process.

Staff recommends purchase of a 2019 Ford F150, Super Cab, 4x4 (smaller 4-door) for the Public Works Engineering Division to replace vehicle #47, which is an approved line item in Capital Outlay/Vehicles budget for FY2020.

This bid was prepared using the State of Missouri, Office of Administration, Division of Purchasing, Model Year 2019 Fleet Light Duty Trucks Statewide Contract. The State of Missouri Division of Purchasing evaluated vehicle dealerships in Missouri using lowest cost and best practices criteria and selected Joe Machens Ford Lincoln to provide vehicles for this statewide contract.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Joe Machens Ford Lincoln	
Amount of Request/Contract:	\$	23,898.00 - (2019 Ford 150 Super Cab, 4x4)
Amount Budgeted:	\$	24,000.00
Funding Source:	010-4400-495-7500	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	102.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2019 Ford F150, Super Cab, 4x4 from Joe Machens Ford Lincoln in Columbia, MO for \$23,898.00 and the disposal/sale of the current Public Works Engineering Division's Truck #47 through the City's approved auctioneer, Mayo Auction in Belton, Missouri.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Joe Machens Ford Lincoln Missouri State Contract No. CC 190548002 Quotation

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

May 27, 2019

State Contract # CC190548002

City of Belton

Subject: Joe Machens Proposal on a **2019 Ford F150, Super Cab, 4x4 (smaller 4 door)**

To: Whom it May Concern;

As per the requested quote on a 2019 Ford F150, Joe Machens Ford proposes the following. The Ford F150 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Line #91 Price – Dealer Code – Option, Included Equipment

\$23,748 – X1E – 2019 Ford F150 Extended Cab 4x4 XL Trim (X1E)

3.3 Liter, Ti-VCT V6 cylinder engine (99B)

145" Wheelbase (145)

Automatic 6 Speed Transmission

Short Bed - 6' 5" (145)

4-Wheel ABS, Brakes

Power Steering

265/70R17 All Terrain Tires + full spare

Mfr. Std. Heating and Air Conditioning

Frontal and Side Impact Air Bags

Painted Grey Bumper

AM/FM Radio

Cloth 40/20/40 Bench Seat (CG)

Two (2) Sets of Keys

Speed Control and Tilt Wheel (50S)

Vinyl Floor Covering

Mfr Std GVWR

Rear Bench Seat

Manual Windows & Locks

Cupholder

Dome Light

Grab Handles

Outside Temperature Display

12V Power Point

Tire Pressure Monitor

Curve Control

Hill Start Assist & Roll Stability Control

Optional equipment (Price – Dealer Code – Option) (Added to Total Below):

\$0 – YZ – Exterior Color: Oxford White

\$0 – CG – Interior: Cloth Front 40 / 20 / 40 Bench Seat, Cloth Rear

\$150 – JMF – Delivery / Fees

Total

\$23,898

Other Possible Options (Add to Total Price Above, if desired):

\$1,950 – 105 / 995 – 5.0L V8 Engine in lieu of std 3.3L V6

\$1,150 – 98 / 85A – Power Equipment Group (power windows, locks, mirrors, fobs)

\$410 – 94 / 52P – Bluetooth (SYNC)

\$580 – 118A / 53A – Trailer Tow Pkg to incl...

\$250 – Item 328 / 18B – Running Boards (Factory)

\$550 – Item 328 / LNX – Spray in Bedliner

\$130 – Item 99 / 595 – Fog Lights

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



LIGHT DUTY TRUCKS – 2019 MODEL YEAR
(Statewide)

Contract Number: CC190548002

Contractor: Joe Machens Ford Lincoln

LINE ITEM 91 – Half (1/2) Ton Truck; 4x4; Extended Cab; Alternative Fuel
UNSPSC Code: 25101507

MAKE/MODEL: Ford F-150 XL, Super Cab, 4x4

PRICE: \$23,748.00

THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER

EQUIPMENT INCLUDED IN PRICE

3.3 Liter, V6 cylinder engine; Flex Fuel	145" Wheelbase
231.9" Overall Length	Automatic 6 Speed Transmission
8.7" Ground Clearance	Manufacturer's Standard Rear Axle Ratio
Short Bed; 6' 5"	Super Cab (small 4 door)
1,840 lb Payload	4-Wheel Anti-Lock Brakes
Power Steering	All Season Tires + full spare, tire tools & jack
Manufacturer's Standard Heating and Air Conditioning	Manufacturer's Standard Air Bags
Painted Rear Bumper	Manufacturer's Standard AM/FM Radio
Cloth 40/20/40 Front Seat	Two (2) Sets of Keys
Speed Control and Tilt Wheel	Vinyl Floor Covering
6,300 lbs GVWR	Rear Bench Seat
Manual Windows & Locks	17" Silver Steel Wheels
4 Hooks in Bed	Grab Handles
12V Power Point	Tire Pressure Monitors
AdvanceTrac	Rearview Camera
Dome Light	
FFV (E-85) Fuel Identifier	

Available Exterior Colors: Shadow Black, Stone Gray, Magnetic Gray, Blue Jeans, Lightning Blue, Race Red, Ingot Silver, Oxford White

Available Interior Colors: Gray

Manufacturer's Estimated Fuel Mileage: City – 13 (flex) 18 (gas) Fuel Tank Size: 23 gallon
Highway – 17 (flex) 23 (gas)
Combined – 15 (flex) 20 (gas)

AVAILABLE OPTIONS

Line Item 92 – Axle, Rear: Limited Slip **\$550.00**
3.73 for 3.3L. For the 5.0L – 3.31 at \$420

Line Item 93 – 3rd Set of Keys or Key FOBS **\$300.00**

Line Item 94 – Bluetooth Connectivity **\$410.00**

Line Item 96 – Trailer Tow Mirrors **\$1060.00**
N/A with 3.3L, power (requires item 98, 105, 108) – include rear defroster & rear privacy glass

Line Item 97 – Cloth Front Bucket Seats **\$290.00**
(includes center console)

Line Item 98 – Power Windows, Power Door Locks, **\$1,150.00**
Power Exterior Mirrors & Remote Keyless Entry
With Two (2) Transmitters

Line Item 99 – Fog Lights **\$130.00**

Line Item 100 – Off Road Tires **\$290.00**
(10 ply LT245/70R17E BSW A/T)

SECTION IX

A

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2020 ADOPTED CITY BUDGET FOR THE PURPOSE OF MAINTAINING THE CITY'S EMERGENCY SIREN SYSTEM.

WHEREAS, on March 12, 2019 under Ordinance No. 2019-4500, the City Council approved the Fiscal Year 2020 City Budget; and

WHEREAS, after testing of the City's siren system on May 25, 2019 and repair of two sirens on May 28, 2019 it is necessary to do a complete inspection of the City's siren system, locate a radio activated light in the Communications Center and perform routine maintenance on a regular basis; and

WHEREAS, Blue Valley Public Safety has submitted a proposal to perform these services for the City in the amount of \$33,852.25; and

WHEREAS, Blue Valley Public Safety is a sole source vendor under Section 2-929(b)(2) of the City's Code of Ordinances.

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

Section 1. In the General Fund, # 010 ...

INCREASE the balance by \$ 34,000 (whole dollars) of Expenditure line item, # 010-3200-400-3020 , named Emergency Management - Contractual .

DECREASE the balance by \$ 34,000 (whole dollars) of Expenditure line item, # 010-1000-400-9000 , named Rainy Day .

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2019

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of ___, 2019, and thereafter adopted as Ordinance No. 2019-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of ___, 2019, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



Belton Police Department

Memo

To: Sheila Erzen, Assistant Finance Director
From: James R. Person, Chief of Police
Date: June 4, 2019
Re: Budget Amendment

I have received proposals from Blue Valley Public Safety for three related items dealing with the emergency siren system.

First, the system should be completely inspected and preventative maintenance performed on 17 sirens and batteries changed out in 15 sirens. We recently had the batteries changed out in one siren and maintenance performed, the battery change was done on another, less than a year ago. Total for this service is \$13,266.00.

Second, an annual maintenance contract should be put in place. This agreement will cover the entire system for damage repair, updates and replacement of all equipment covered. Cost \$16788.00.

Third, included is a proposal to locate a radio activated light which would display in the Communications Center when the sirens are physically operating. This would not just be the computer display, but an additional, redundant check to make sure the sirens are operating. Cost for this is \$3,798.25.

The total cost for all emergency siren proposals is \$33852.25. I am requesting that you prepare a budget amendment to the Emergency Management FY20 budget, increasing Line Item 010-3200 -400-3020 contractual by \$34,000.00.

Per our conversation these funds could be transferred from the Rainy Day fund. Please place this on the agenda for the next council meeting so work may begin as soon as possible.

BVPSComplete Solutions
Blue Valley Public Safety Inc.509 James Rollo Drive ♦ P.O. BOX 363
Grain Valley, MO 64029
♦ (816) 847-7502 ♦ 1-800-288-5120 ♦
♦ FAX: (816) 847-7513 ♦*Proposal*

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB:
Belton Emergency Mgmt. ATTN: Police Chief Jim Person 7001 E. 163 rd St. Belton, MO 64012	Job: Battery Changes / Preventive Maint. Phone # - Fax # -
<i>We Hereby Submit specifications and estimates for:</i>	
Complete system preventive maintenance check of (17) sirens to include:	
Changing Batteries in fifteen (15) sirens	
(76) Batteries @ 126.00 ea.	\$ 9,576.00
Travel and Labor	\$ 3,690.00
TOTAL:	\$13,266.00
NOTE: Repair parts, if needed, will be additional.	

We Hereby Propose to furnish labor and/or materials complete in accordance with the above specifications, for the sum of \$ 13,266.00, plus repair parts, if needed

With payments to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

Authorized

Signature Dee A. Wieduwilt

Note: This proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above. Date Accepted -

Signature _____

Signature _____

MAINTENANCE AGREEMENT

Contact Name: Police Chief Jim Person
Customer: Belton Police Department
Address: 7001 E. 163rd St.
City: Belton
State: MO
Zip 64012
Phone: 816-331-5522
Fax: *
Email: jperson@beltonpd.org

Maintenance Agreement No.:
604191531
Please reference this
no. on your order
Date: 6/4/19
Maintenance Period
12-1-18 thru 11-30-19

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 96 Hour Response Time / Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	7	MC-MOD	Maintenance Contract for Modulator Siren	\$23.00	\$161.00	\$1,932.00
2	7	MC-UV	Contract for Ultravoice Controller	\$20.00	\$140.00	\$1,680.00
3	10	MC-2001	Maintenance Contract for model 2001 Siren	\$17.60	\$176.00	\$2,112.00
4	10	MC-DCFCTD	Maintenance Contract for Siren Two Way Control	\$18.00	\$180.00	\$2,160.00
5	80	MC-BATT	Contract per standard battery	\$7.50	\$600.00	\$7,200.00
6	2	MC-SS2000	Contract for SS2000 Series Encoders	\$20.00	\$40.00	\$480.00
7	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	\$70.00	\$70.00	\$840.00
8	4	MC-SOLAR	Contract for Solar Arrays (per siren)	\$8.00	\$32.00	\$384.00

Total of Contract Monthly	\$1,399.00
Total of Contract Annually	\$16,788.00

Contract Notes:

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Norma Cates
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Norma Cates
Title: President

Dee A. Wieduwilt
Office Manager

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com

2014 v5 Belton, MO Prop. Maintenance Agreement 2019.xlsxm

Contact Name: Police Chief Jim Person
Customer: Belton Police Department
Address: 7001 E. 163rd St.
City: Belton
State: MO
Zip: 64012
Phone: 816-331-5522
Cell: *
Fax: *
Email: jperson@beltonpd.org

Maintenance Agreement No.:	604191531
Please reference this no. on your order	
Date Quoted:	6/4/19

I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____ Date: _____
Title: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com

2014 v5 Belton, MO Prop. Maintenance Agreement 2019.xlsm

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.
11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.
12. *SPECIAL PROVISIONS

96 Hours response time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com

2014 v5 Belton, MO Prop. Maintenance Agreement 2019.xlsm



Blue Valley Public Safety, Inc.
 PO Box 363 - 509 James Rollo Dr.
 Grain Valley, MO 64029
 Sales: 800-288-5120
 Fax: 816-847-7513

Contact Name: Police Chief Jim Person
 Customer: Belton Police Department
 Address: 7001 E. 163rd St.
 City: Belton
 State: MO
 Zip: 64012
 Phone: 816-331-5522
 Cell: *
 Fax: *
 Email: jperson@beltonpd.org
 Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS
 530191450
 Please reference quote
 no. on your order
 Date Quoted: 5/30/19

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	1	FCH	FEDERAL CONTROLLER, HIGH BAND RADIO	10	10	\$ 1,913.00	\$ 1,913.00
2	1	10A4-100	CABLE, 100' PL259 MALE & ADPT			\$ 269.00	\$ 269.00
3	1	10A6	ANTENNA, ARC	4	4	\$ 44.00	\$ 44.00
4	1	PMLST-048-240R	PANEL MOUNT LED BEACON, STEADY, RED			\$ 45.39	\$ 45.39
Total Equipment							\$ 2,271.39

Shipping							
1	1	ES-FREIGHT	Shipping Fees	185	14		\$ 90.86

Services							
1	1	BV-LABOR	TRAVEL AND LABOR TO INSTALL AND TEST EQUIPMENT LISTED ABOVE			\$ 1,190.00	\$ 1,190.00
Total Services							\$ 1,190.00

Total of Project \$ 3,552.25

Options							
1	1	RP164	ANT.GROUNDING PLANE	12	12	\$ 176.00	\$ 176.00
2	1	AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	0	0	\$ 70.00	\$ 70.00

Total (including all options) \$ 3,798.25

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
 Services, Net 30 Days as completed,
 billed monthly. Net 30 will not be held
 for installations.

Brian Cates
 Signature

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
 Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
 Fax: 816-847-7513
 dee@bvpsonline.com

SECTION IX

B

AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DOWNTOWN MAIN STREET, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE FALL FESTIVAL IN BELTON, MISSOURI IN SEPTEMBER 2019.

WHEREAS, the Downtown Main Street, Inc. has successfully sponsored, organized, promoted and provided administrative support for the Fall Festival in downtown Belton for many years; and

WHEREAS, the City of Belton has determined that the Fall Festival is in the best interests of the City by promoting economic development activities, strengthening the central business district and contributing to the preservation of the historic character in the downtown area; and

WHEREAS, the City of Belton contributes to this public festival by providing access to special event liability insurance, use of city properties and services in the downtown area and assisting the Main Street group with security and traffic control.

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

- Section 1.** That the City Council hereby authorizes and approves the Public Service Agreement, herein attached and incorporated as **Exhibit A** to this ordinance, to facilitate the Fall Festival activities in the historic downtown business district.
- Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.
- Section 3.** That this ordinance shall be in full force and effect from and after the date of 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:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2019

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of ___, 2019, and thereafter adopted as Ordinance No. 2019-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of ___, 2019, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF BELTON
AND
DOWNTOWN BELTON MAIN STREET, INC**

This Agreement, made and entered into this ____ day of _____, 2019, is by and between Downtown Belton Main Street, Inc., a Missouri nonprofit corporation (hereinafter "Main Street"), and the City of Belton, Missouri, a Missouri constitutional charter city (hereinafter "City").

WITNESSETH:

WHEREAS, Main Street was created to provide education and charitable resources in order to promote and strengthen a diverse central business district and preserve historic character and assets in the City; and

WHEREAS, as part of its public purpose, Main Street sponsors the Fall Festival ("Fall Festival") and has requested City assistance in securing insurance, providing access to certain City properties on Main Street and other services as detailed in **Attachment A** to this Agreement for the Fall Festival (hereinafter "City Assistance"); and

WHEREAS, the City has determined that the Fall Festival is in the best interest of the City because it promotes the general health, safety, and welfare of the City, provides economic development activities and promotes a public purpose.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

I. SCOPE OF SERVICES

Main Street will sponsor, organize, promote and provide administrative oversight for the Fall Festival, as outlined in **Attachment A** of this Agreement, on September 6 and 7, 2019 for the benefit of the citizens of the City of Belton, Missouri.

II. CONTRIBUTION IN SUPPORT OF PUBLIC PURPOSE

In order to facilitate a public purpose, the City agrees to add Downtown Belton Main Street, Inc., as an additional insured on the general comprehensive liability insurance as a Special Event. The City also agrees to provide access to certain City properties along Main Street for the Fall Festival and other services as detailed in **Attachment A** to this Agreement.

III. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be effective on September 6 and 7, 2019.

IV. ASSIGNMENT/SUBCONTRACTS

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement, however, parties agree that Main Street may subcontract for trash and electrical services without prior approval of the City.

V. NON-DISCRIMINATION PROVISIONS

Main Street and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. Main Street will take affirmative action to ensure that applicants are employed in good faith. Main Street and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VI. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

VII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the law of the State of Missouri.

VIII. INDEPENDENT CONTRACTOR

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, and is merely acting as an independent contractor.

IX. INDEMNIFICATION

Main Street shall indemnify, release, defend, become responsible for, and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs, or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Main Street need not save harmless the City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

X. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement, of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that Main Street is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

XI. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

Notice to Main Street shall be addressed to:

President
Downtown Belton Main Street, Inc.
408 Main Street
Belton, Missouri 64012

XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and Main Street mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

DOWNTOWN BELTON MAIN STREET, INC.

CITY OF BELTON, MISSOURI
A Municipal Corporation

President

Mayor

ATTEST:

ATTEST:

Treasurer

City Clerk

ATTACHMENT A
COORDINATED FALL FESTIVAL ACTIVITIES
Friday, September 6, 2019 4:00-10:00 pm
Saturday, September 7, 2019 9:00 am – 10:00 pm

BY DOWNTOWN BELTON MAIN STREET, INC.

- Solicit and organize vendors
- Hire musicians
- Hire subcontractors for portable toilets, trash and electric
- Secure any electric permits or licenses that may be required for subcontracted electrical work
- Provide stage, tables, chairs, sound equipment
- Promote festival through various media:
 - Brochures/Flyers
 - Websites
 - Local Cable Channel
- Provide city water billing department with 8,000 copies of the flier for insertion in the water bills
- Provide for ADA accommodations in parking and accessibility on streets, ramps and sidewalks
- Advertise pet guidelines for promotion of safe and healthy environment
- Coordinate activities with downtown merchants
- Apply for sign permit and post festival signage around town
- Post “no parking” signs on Main, Ella, and Walnut on 9/5/19 in the evening, with approval from the Police and Street Departments – provide the city with a copy of the sign that will be posted
- Secure approval from the Police and Street Departments to make the eastern end of Main St a two-way street for the festival
- Inform the Belton School District and school bus company of the street closures and possible two-way street at the eastern end of Main St
- Inform landlords, businesses, and residents along Main St and other closed streets about the street closures and parking restrictions
- Provide portable toilets on Loop Rd near the north side of Bays at the Moon – they will be delivered on 9/5/19 and picked up 9/8/19
- Clean up streets and sidewalks – before and after
- Staff the festival
- Provide post-festival evaluation
- If a beer garden will be available at the festival, coordinate with City Clerk’s office for necessary approvals and permits
- Coordinate benefits and support from City (City assistance):
 - Administration**
 - Insurance for special event coverage on city policy
 - Insert fliers in water bills
 - Access to vacant lots owned by City on Main Street
 - City to post event on website/social media/TV
 - Street Department**
 - Close public streets from 10 am on 9/6/19 through 10 pm on 9/7/19
 - Provide traffic cones early on 9/6/19
 - Use traffic cones on the eastern end of Main St to make it into a two-way street for the festival

- Street lights turned on for constant power supply from the street light poles
- Check street lights on Main, Loop, Walnut and Ella adjacent to main St to make sure any burned out lights are replaced
- Allow DBMS, Inc to post "no parking" signs on Main, Ella, and Walnut on 9/5/19 in the evening

Water Department

Water provided to vendors through outside faucets at City Hall and fire hydrant meter on Main Street

Park Department

Provide trash barrels – two per block and two on Loop Rd

Provide park gators for trash pick up

Provide park stage

Fire Department

Open restroom at Main Street Fire Station

Police Department

Police officers assigned to festival area

Allow DBMS, Inc to post "no parking" signs on Main, Ella, and Walnut on 9/5/19 in the evening

Security and traffic control (BEMA)

SECTION IX

C

AN ORDINANCE APPROVING THE WORK ZONE ENFORCEMENT PROGRAM AGREEMENT AND PROGRAM ORDER BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE BELTON POLICE DEPARTMENT FOR ENFORCEMENT AT DESIGNATED WORK ZONES.

WHEREAS, the Missouri Highways and Transportation Commission has designated funds to support law enforcement for Work Zone Enforcement activities.

WHEREAS, the Work Zone Enforcement Program Order is for Program Order Number CWZE101Z in the contract amount of \$4,675.00 with the effective date of July 1, 2019 thru December 31, 2020.

WHEREAS, the Belton City Council believes this program supports the community of Belton, Missouri for the safety of its citizens and improvement of roadways.

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

- Section 1.** That the Missouri Highway and Transportation Commission and the Belton Police Department enter into an agreement for On Call Work Zones for additional law enforcement.
- Section 2.** That this ordinance shall be in full force and effective from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: June 11, 2019
 ASSIGNED STAFF: James R. Person
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: To approve a Work Zone Enforcement Program agreement with Missouri Highways and Transportation Commission and the Belton Police Department.

PROPOSED CITY COUNCIL MOTION: To approve a Work Zone Enforcement Program which will be valid from July 1, 2019 thru December 31, 2020. The Work Zone program is a contract to allow the Belton Police Department funds in the amount of \$4,675.00, from the Missouri Department of Transportation, for their Work Zone Enforcement to support MoDOT.

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

The Commission has authorized funds to be used to support the Statewide Transportation Improvement Program "On Call" Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the Belton Police Department.

IMPACT /ANALYSIS:

The Work Zone Enforcement Program Agreement is valid for the award years 2018-2020. This agreement guarantees the funds for additional time for work in Work Zones for the Missouri Department of Transportation.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$4,675.00
Amount Budgeted:	\$
Funding Source:	Missouri Department of Transportation
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: July 1, 2019	Finish: December 31, 2020
-----------------	---------------------	---------------------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approved

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:

Missouri Department of Transportation

Patrick K. McKenna, Director

573.751.4161
Fax: 573.634.5977
1.800.800.2358

May 24, 2019

Belton Police Department
Corporal John Baker
7001 E. 163rd Street
Belton, MO 64012

Dear Corporal Baker:

Enclosed is a copy of a **Work Zone Enforcement Program Agreement and Program Order** between the Missouri Highways and Transportation Commission (MHTC) and your agency for enforcement to be conducted in designated Missouri Department of Transportation (MoDOT) Work Zones.

The Work Zone Enforcement Program Agreement will be valid for the award years 2018-2022. The award years establishes a lengthier term agreement so that the agreement and an ordinance will only need to be passed every five years. In addition, on the **Work Zone Enforcement Program Agreement article (6)**, please fill in your agency's representative's title which is the authorizing official.

The Work Zone Enforcement Program Order is for Program Order Number CWZE101Z in the contract amount of \$4,675.00 with the effective date of July 1, 2019 thru December 31, 2020.

Please have the appropriate **authorizing official sign and date the Work Zone Enforcement Program Agreement and Program Order**. Return both completed original signed copies of the Work Zone Enforcement Program Agreement, Program Order and a **copy of the Ordinance** to the MoDOT Highway Safety and Traffic Division.

Once the Work Zone Enforcement Program Agreement and Program Order have been fully executed by MHTC, one original copy of each will be returned to your agency and your agency may begin work.

If you have any questions about the process, please call me at 573-522-1341.

Sincerely,



Scott Jones
Highway Safety Program Administrator

c: Chief James Person
Enclosure



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

CCO Form: HS06
Approved: 07/06 (AMN)
Revised: 08/17 (GH)
Modified:

**PROGRAM ORDER
TO AGREEMENT DATED _____**

C.F.D.A. Number: 20.205

Program Order Number: CWZEI01Z

Date: _____

Contract Amount: \$4,675.00

Effective Date: July 1, 2019

Completion Date: December 31, 2020

Contractor: Belton Police Department

Mail Invoices/Vouchers to: MoDOT Highway Safety and Traffic Division
PO Box 270
Jefferson City, MO 65102

This Program Order is issued under the authority of the Agreement between the Missouri Highways and Transportation Commission (the "Commission") and the City of Belton (the "City") dated _____ and is subject to all applicable provisions and covenants of that Agreement, which are incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed intending to be bound thereby.

Executed by City of Belton on _____ (Date).

Executed by Commission on _____ (Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON

By _____

Title _____

Title _____

Attest:

Secretary to the Commission

Approved as to Form:

Commission Counsel

CCO Form: HS03
Approved: 07/06 (AMN)
Revised: 03/17 (AR)
Modified:

Award year: 2018-2022
Region: KC – Kansas City

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK
ZONE ENFORCEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Belton, a municipal corporation in the State of Missouri (hereinafter, "City");

WITNESSETH:

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

(1) PURPOSE: The Commission has authorized funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the **City**.

(2) ACTIVITY: The funds which are the subject of this Agreement are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(3) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri

public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The **City** shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

(6) CITY REPRESENTATIVE: The **City's** _____ is designated as the **City's** representative for the purpose of administering the provisions of this Agreement. Further, the **City** shall have the authority to execute Program Orders in accordance with this Agreement.

(7) NONDISCRIMINATION CLAUSE: The **City** shall also comply with all state and federal statutes applicable to the **City** relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(8) ASSIGNMENT: The **City** shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

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

(11) FUNDING/REIMBURSEMENT:

(A) Eligible Costs / Documentation: With regard to work under this Agreement, the **City** agrees that funds to implement work zone law enforcement

activities shall only be available for reimbursement of eligible costs which have been incurred by the **City**. The **City** shall supply to the Commission copies of all bid information, purchase orders, invoices and, for hours worked, certified payroll (on Program Agreements that include salaries). Any costs incurred by the **City** prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments or Task Orders.

(B) Peace Officer Standards and Training: Law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

(12) EQUIPMENT:

(A) Procurement: The **City** may use its own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement.

2. Price or rate quotations shall be solicited from at least three (3) sources.

3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition.

4. The **City** shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of procurement.

5. If for some reason the low bid is not acceptable, the **City** must have written approval from the MHTC prior to bid approval and purchase.

6. The **City** will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

(B) Disposition: The **City** shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$3,000 or more. The **City** must keep and maintain equipment with a cost of under \$3,000 until it is no longer useful for its originally intended purpose.

(C) Replacement: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the City previous twelve months authorized strength.

(13) ACCOUNTING / DOCUMENTATION: The City shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The City must document the following: (1) Receipt of funds; (2) date and amount paid to officers; (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

(14) PROGRAM ORDER: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the City's Representative. Each Program Order shall contain, but is not limited to the following: (1) Program Order Job Number(s); (2) Funds available for the completion of the Program Order; (3) Starting and completion dates for the Program Order.

(15) LIMITS ON OVERTIME: The City will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

(16) USE OF FUNDS: Any employee of the City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the City participates in activities prohibited by the Hatch Act, the City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

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

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

(19) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

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

(21) EMPLOYEES ONLY: The funding granted by the Commission to the City under this Agreement extends only to reimbursement for work zone enforcement by employees of the City covered by the City worker's compensation plan.

(22) DURATION AND EXTENSION: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

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

[Remainder of Page Intentionally Left Blank]

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

Executed by City of Belton on _____ (Date).

Executed by Commission on _____ (Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

PCL XL Warning

IllegalMediaSource

SECTION IX

D

AN ORDINANCE ACCEPTING THE CONTINUANCE OF A MID-AMERICA REGIONAL COUNCIL (MARC) GRANT FOR SERVICES TO INDIVIDUALS AT THE BELTON SENIOR CENTER.

WHEREAS, Mid-America Regional Council (MARC) is a nonprofit association of 119 cities, 9 counties and the metropolitan planning organization for the bi-state Kansas City region providing assistance in transportation, healthy environments, healthy communities, early learning, safety and security, and local government services; and

WHEREAS, the City of Belton has received partial funding via a grant administered through MARC to provide meals and educational programs for area seniors since 2011; and

WHEREAS, the City of Belton received notification that the MARC Board of Directors has renewed the annual grant to continue supporting and enhance the services at the Belton Senior Center including community center services, site transportation, home delivered meal services, and evidence-based programs at the Rural Gold Level in the amount of twenty-eight thousand (\$28,000.00) dollars for the period of July 1, 2019 to June 30, 2020; and

WHEREAS, continued monetary support will allow the Belton Senior Center to continue providing much needed social interaction for seniors as well as meals, educational programming and enhance the quality of life for seniors in Cass County, including Belton, Raymore and Peculiar; and

WHEREAS, the City has determined that it is in the best interest of the City to partner with MARC to provide enhanced services and support for senior citizens in our community.

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

Section 1. That the letter from MARC notifying us of renewal is herein attached and incorporated in this Ordinance as **Exhibit A**.

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

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of ___, 2019

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
www.marc.org



April 23, 2019

Ms. Alexa Barton
City Manager
City of Belton
506 Main Street
Belton, MO 64012

Dear Ms. Barton:

This letter is to serve as official notification that the Board of Directors of the Mid-America Regional Council will renew your SFY 2019 Community Center Services contract, at the Rural Gold Level, complemented by the components of Site Transportation-Persons, Home Delivered Meal Delivery and Evidence-Based Programs, for another year, SFY 2020 (July 1, 2019 through June 30, 2020). For specific evidence-based programs, please see the enclosed reimbursement structure.

We will assume that you are prepared to provide the services as indicated above unless you notify us to the contrary on or before May 3, 2019.

If you have any questions, please contact James Stowe, the Director of MARC's Department of Aging and Adult Services.

Sincerely,

A handwritten signature in cursive script that reads "James Stowe on behalf of David Warm".

David A. Warm
Executive Director

Enclosure (1)

DAW: js

Cc: Shelly Brooks

Chair
Rob Roberts
Commissioner
Miami County,
Kansas

1st Vice Chair
Jimmy Odom
Commissioner
Cass County,
Missouri

2nd Vice Chair
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/87
Kansas City, Kansas

Treasurer
Eileen Weir
Mayor
Independence,
Missouri

Secretary
Carson Ross
Mayor
Blue Springs,
Missouri

Executive Director
David A. Warm



MID-AMERICA REGIONAL COUNCIL

Aging and Adult Services

SFY2020 Evidence-Based Disease Prevention, Health Promotion Courses

Completer Definition		
Program		Completer*
Chronic Disease Self-Management Education (Self-Management Resource Center)	Chronic Disease Self-Management Program	4 of 6 SMRC-defined sessions
	Workplace Chronic Disease Self-Management Program	
	<i>Tomando Control de su Salud</i>	
	Diabetes Self-Management Program	
	Building Better Caregivers	
	Chronic Pain Self-Management Program	
Stepping On (Wisconsin Institute for Healthy Aging)		5 of 7 WIHA-defined sessions (completers must attend sessions 1 and/or 2 as part of the 5 required sessions)
National Council on Aging	Aging Mastery Program	7 of 10 NCOA-defined sessions
	Aging Mastery Program for Caregivers**	9 of 12 NCOA-defined sessions
<p><i>*For most programs, participants can return to subsequent sessions to make up absences and be counted as a completer – Check the specific program fidelity manual for details</i></p> <p><i>**May not be available under all agreements</i></p> <p><i>Note: MARC will continue to provide limited support for A Matter of Balance completers (5 of the 8 Maine Health defined sessions), but will not act as a program administrator. Providers must fulfill all administrator obligations.</i></p>		
Reimbursement Fee Schedule for Contracted Program Providers		
Workshop Leader(s)/Facilitator		Reimbursement Structure
Service Provider Contract		Up to \$100 per completer Provide cost of materials for completers
One AAA staff/ One contracted leader		Up to \$50 per completer for the contracted entity Provide cost of materials for completers
<i>-Less likely at MARC, limited availability-</i>		
AAA staff		Provide cost of materials for completers

SECTION IX

E

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BETWEEN OATS, INC. AND THE CITY OF BELTON, MISSOURI TO PROVIDE SITE TRANSPORTATION FOR INDIVIDUALS TO AND FROM THE BELTON SENIOR CENTER.

WHEREAS, OATS, Inc., is a transportation company that provides transportation for individuals within Belton and neighboring communities; and

WHEREAS, the City of Belton was awarded a renewal of MARC grant as described in Bill No. 2019-33 for community center services, site transportation, home delivered meal services, and evidence-based programs for SFY2020; and

WHEREAS, under the site transportation component of the MARC grant, the City would receive reimbursement from MARC for a portion of the OATS, Inc. transportation costs at \$6.00 per person/per day/per one-way trip; and

WHEREAS, the OATS, Inc. cost of the services charged to the City is twenty-nine (\$29.00) per hour with a yearly cost estimated at \$25,000 (based on FY19) for supporting ridership to and from the Senior Center; it is anticipated that on average 5-8 riders per day may use the service; and

WHEREAS, this service is in addition to the transportation services with OATS, Inc. for one shopping day per month at local Belton businesses; and

WHEREAS, the City has determined that it is in the best interest of the City to partner with OATS, Inc. with assistance from MARC to provide limited round-trip transportation for Senior Citizens in our community.

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

Section 1. That the OATS Agreement for Services to support site transportation herein attached and incorporated in this Ordinance as **Exhibit A** is hereby approved.

Section 2. That the City Manager is authorized and directed to execute the Agreement on behalf of the City.

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:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of ___, 2019

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



This agreement is entered into by **City of Belton-Site Transportation** located at 506 Main, Belton, MO 64012 816-331-4331, hereinafter known as the “**Contracting Party**” and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as OATS Transit.

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on **July 1, 2019** and terminates on **June 30, 2020**.
 2. OATS Transit agrees to transport the Contracting Party to and from **Belton Senior Center** for the purpose of **Site Transportation**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.
 3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of **\$29.00 per hour** of which **\$1.00 per hour** (as defined above) is depreciation which OATS Transit will deposit in a restricted account for use in cost of replacing vehicles. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.
 4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): **\$25,000.00 based on FY19.**
Monday through Friday
 1. **Riders will be picked up and dropped off at the center not later than 9:20 am. Take home will be at 12:30 pm**
 2. **City will be invoiced from key on to key off including pre/post trip inspection**
 3. **Driver hours could vary depending on number of riders and where a driver starts the route**
 5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through the appropriate Regional Director.
 6. Unless otherwise noted in item 9 below, OATS Transit service will not be provided on the following paid holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; the Day After Thanksgiving; and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.
 7. In cases of inclement weather OATS Transit’s general policy is to use the school bus closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.
 8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
 9. Special conditions which apply to this Agreement are as follows (*specify “none” if none apply*): **Riders will be determined by the Senior Center Administrator regarding riders outside the city, that may include Raymore, Lee’s Summit and other cities near to Belton. Rider list will be given to driver day before.**
-

Contracting Party

By: _____

Date: _____

OATS, Inc.

By: Dorothy Yeager

Dorothy Yeager, Executive Director

Date: 5-13-15 Regional Director Initials: DP

Special Billing #: 7034

Check one: Rural
 Urban

Charter: Does this service support OATS program purposes?

YES – Not considered charter; no further action required.
 NO – Contact Home Office for instruction

SECTION IX

F

AN ORDINANCE AUTHORIZING AND APPROVING A CLINICAL AGREEMENT BETWEEN THE EMERGENCY MEDICAL SERVICES OF CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT EMS TRAINING DIVISION, AND THE CITY OF BELTON, THROUGH ITS FIRE DEPARTMENT, TO PROVIDE PROTOCOLS AND REQUIREMENTS DIRECTING THE EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENT CLINICAL EDUCATION EXPERIENCE.

WHEREAS, the Belton Fire Department would like to put in place an agreement between the City of Belton, Missouri and Emergency Medical Service of Central Jackson County Fire Protection District to guide and direct the clinical teaching and educational experience for the students enrolled in the emergency medical technician and paramedic programs; and

WHEREAS, the Agreement is dated and the Fire Department Training Chief and the City Attorney have negotiated an agreement that is it up to date with current standards, federal, state and local laws and current educational protocols; and

WHEREAS, the training program and partnership with Emergency Medical Services of Central Jackson County Fire Protection District and the City is beneficial to both organizations in order to provide local students with a relevant clinical experience in the community and expose them to the Belton Fire Department for employment opportunities in the future.

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

Section 1. That the City Council hereby authorizes and approves the Clinical Agreement, herein attached and incorporated to this Ordinance as **Exhibit "A"** with Emergency Medical Services of Central Jackson County Fire Protection District

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

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

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham City Clerk
City of Belton, Missouri

CLINICAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES OF CENTRAL JACKSON
COUNTY FIRE PROTECTION DISTRICT
EMS TRAINING DIVISION

The Agreement is made and entered into this 1st day of May, 2019, by and between the Central Jackson County Fire Protection District EMS Training Division, hereinafter referred to as "School", City of Belton Fire Department, herein after referred to as "Clinical Site".

WHEREAS, School and Clinical Site desire to implement a contractual relationship to govern the provision of clinical facilities by Clinical Site for the State of Missouri, Department of Transportation program in Emergency Medical Technician-Paramedic, hereinafter referred to as "Program", offered by School.

- I. The term of the Agreement shall begin on the 1st day of May, 2019, and shall terminate in accordance with the provisions of Section XIII. During this term, Clinical Site shall use its best efforts to make available to a mutually agreed upon number of students of School its facilities so as to provide opportunities for clinical experience in emergency medicine, which must as a minimum satisfy the accreditation requirement established by the appropriate accrediting agency in the field of Emergency Medical Care.
- II. Clinical Site and School will jointly plan the placement and scheduling of students who shall participate each semester. Conferences between Clinical Site and Clinical Coordinator of School may be called as needed to resolve routine administrative details.
- III. Clinical Site shall provide qualified personnel for the unit where the students are placed for clinical experience.
- IV. School shall provide faculty members for Program who shall be responsible for the instruction, assignment and performance of students in the selected clinical areas.
- V. Students shall be responsible for all expenses, including meals, laundering of uniforms, medical expenses and transportation.
- VI. Students shall be responsible for all expenses as required by the Clinical Site. The Clinical Site will provide a list of the required items. The School will be responsible for providing this documentation.
- VII. All breakage, loss or waste of equipment or drugs, and damage to Clinical Site property will be reported by students to the supervising faculty member.
- VIII. Clinical Site shall not be responsible for expenses incurred by students for illnesses contracted while participating in Program.
- IX. Clinical Site shall immediately notify the Clinical Coordinator should a student be injured or become ill while participating in the clinical experience. Emergency treatment shall be administered, if necessary, at the student's expense. However, nothing herein is to be construed as consent by any student to the administration of medical treatment.
- X. Students and instructor(s) participating in the Program shall be required to obtain, at their expense, professional malpractice insurance in the amount of \$1,000,000 for injury or death of one person, and \$1,000,000 for all claims within a one-year period regardless of the number of persons injured or deceased with the exception of observation status only. Schools shall provide a copy of the certificate of insurance to Clinical Site prior to the beginning of the clinical experience.
- XI. Neither Clinical Site nor School will discriminate against any employee or applicant for employment, registration, or training in the course of study because of race, color, creed, sex, or national origin.
- XII. Clinical Site has the right to request School to remove a student(s) any time the Clinical Site determines that the conduct of the student(s) is undesirable or unprofessional.
- XIII. This Agreement shall be deemed effective and in full force until such time as the parties mutually agree to terminate it. This Agreement may be terminated by either party with or without cause upon delivery to the other of written notice of termination. Such notice of termination must be given by the party desiring to terminate and received by the other party at least one full month prior to the effective date of the termination. Such notice shall be delivered to the Coordinator of the clinical program of School or the Administrator of the Clinical Site.

XIV. This Agreement represent the entire agreement of the parties, and no other agreement, statement or promise made by any party, or any employee, officer, or agent of any party, which is not contained in the Agreement, shall be binding or valid.

Indemnification.

A. School will indemnify, defend and hold Clinical Site and its affiliates and subsidiaries, officers, directors, employees, and agents, harmless from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Clinical Site arising from or by reason of any acts or omissions of School and its affiliates and subsidiaries, officers, directors, employees, instructors, students and agents in the performance of its or their duties under this Agreement.

B. Clinical Site to the extent permitted by law will indemnify, defend and hold School and its affiliates and subsidiaries, officers, directors, employees, instructors, students, and agents, harmless from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against School arising from or by reason of any acts or omissions of Clinical Sits and its affiliates and subsidiaries, officers, directors, employees and agents in the performance of its or their duties under this Agreement. Nothing in this paragraph shall be interpreted as a waiver of the Clinical Site's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate copies. Thereof.

Belton Fire Department
Belton, MO

Central Jackson County Fire Protection District
EMS Training Division

By: _____
Authorized Officer Signature

By: _____
Chief

Date: _____

Date: _____

SECTION IX

G

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE MASTER LEASE PURCHASE AGREEMENT BETWEEN LEASE SERVICING CENTER, INC. AND THE CITY OF BELTON, MISSOURI AND SCHEDULE NUMBER 1 THERETO.

WHEREAS, the City Council of the City of Belton, Missouri has determined to acquire the equipment (the "Equipment") described on Exhibit A of Schedule No. 1 (the "Schedule") to the Master Lease Purchase Agreement (the "Agreement") dated as of May 31, 2019, between City of Belton, Missouri (the "City") and Lease Servicing Center, Inc. (the "Lessor").

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

Section 1. The City Council has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the City for the acquisition of such Equipment, and the City Council hereby approves the entering into of the Agreement and Schedule by the City and hereby designates and authorizes the City Manager to execute and deliver the Agreement and Schedule on City's behalf with such changes thereto as such person deems appropriate, and any other related documents necessary to the consummation of the transaction contemplated by the Agreement and Schedule. The Agreement and Schedule contemplate the lease with Lease Servicing Center, Inc. to finance the purchase of (7,400) - Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart, (500) - Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart & (100) - Model 79248 - Toter 48 Gallon EVR II Universal/Nestable Cart listed on Exhibit 1 in the amount of \$415,582.52 purchased from Wastequip with 3 annual payments of \$149,859.46 starting 6/21/2020.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of ___, 2019

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

[Letterhead of Counsel to Lessee]

[Closing Date]

Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, MN 56308

Re: Lease Schedule No. 1, dated May 31, 2019, to Master Lease Purchase Agreement, dated as of May 31, 2019, between LEASE SERVICING CENTER, INC. as Lessor, and CITY OF BELTON, MO, as Lessee

Ladies and Gentlemen:

[I][We] have acted as counsel to CITY OF BELTON, MO (“Lessee”) in connection with the above-referenced transaction. In such capacity, [I][We] have reviewed (a) an executed counterpart of a certain Master Lease Purchase Agreement, dated as of May 31, 2019 (the “Agreement”), by and between LEASE SERVICING CENTER, INC. (“Lessor”) and Lessee and an executed counterpart of Lease Schedule No. 1, dated May 31, 2019 (the “Lease Schedule”), by and between Lessor and Lessee, which, among other things, provides for the lease of certain property listed in the Lease Schedule (the “Equipment”), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Lease Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Lease Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Lease Schedule are herein referred to collectively as the “Lease”, and the Lease is referred to collectively as the “Transaction Documents.” Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of Missouri (the “State”) within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.
3. Each of the Transaction Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles.
4. The authorization and execution of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Transaction Documents and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional,

statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Transaction Documents.

Very truly yours,

**INSURANCE REQUEST
(FAX COVER SHEET)**

TO: _____
(Agent's Name)

(Name of Insurance Agency)

(Street Address)

(City, ST Zip Code)

FAX: _____
(Please include area code)

Phone: _____
(Please include area code)

In connection with our Lease between **LEASE SERVICING CENTER, INC.** ("Lessor") and us, you are hereby authorized and instructed to provide to the Assignee evidence of insurance for the coverages and endorsements indicated below. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. Please provide the evidence of insurance to the Assignee at: Lease Servicing Center, Inc. AOIA, 220 22nd Ave E., Suite 106, Alexandria, MN 56308, **and please email or fax to the party above.**

The insurance requirements listed below are required to cover the equipment described on the attached schedule.

LIABILITY REQUIREMENTS

1. Public liability insurance, both personal injury and property damage, with a single limit of \$1,000,000.00 per occurrence, no deductible.
2. Endorsement stating **Lease Servicing Center, Inc. AOIA**, its successors and assigns, is an additional insured with respect to any and all equipment leased under the Lease No. 1, dated May 31, 2019.

PROPERTY DAMAGE REQUIREMENTS

1. All risk extended coverage, malicious mischief and vandalism, for not less than \$415,582.52 greater of full replacement value, no deductible.
2. Endorsement stating **Lease Servicing Center, Inc. AOIA**, is the sole loss payee with respect to any and all equipment leased under Lease Schedule No. 1, for not less than \$415,582.52.

GENERAL REQUIREMENTS

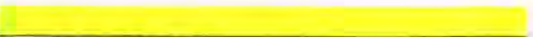
1. Endorsement giving Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such coverage.

2. Endorsement confirming that the interest of Lessor shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of the undersigned party or any person other than Lessor.

3. Endorsement waiving any right of insurer to subrogation action against Assignee.

Date: May 31, 2019

City of Belton, MO

By: 
Name: Alexa Barton
Title: City Manager

PAY PROCEEDS LETTER

May 31, 2019

Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, MN 56308

Ladies and Gentlemen:

The undersigned, an authorized officer of City of Belton, MO (“Lessee”), hereby authorizes Lease Servicing Center, Inc. (“Lessor”) to pay the proceeds of the financial accommodations provided to Lessee by Lessor evidenced by that certain Master Lease Purchase Agreement, dated as of May 31, 2019 and the related Lease Schedule No.1, dated May 31, 2019, between Lessor and Lessee, to the following account of Lessee:

<u>Account :</u>	<u>Amount of Deposit</u>
Wastequip Manufacturing Company LLC	
Wells Fargo Bank, N.A. 420 Montgomery St. San Francisco, CA 94104	
Wire ABA: 121000248 Wire Acct #: 4123246712	\$415,582.52

CITY OF BELTON, MO

By: _____
Name: Alexa Barton
Title: City Manager

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Purchase Agreement dated as of May 31, 2019 (the "**Lease Agreement**"), between Lease Servicing Center, Inc. ("**Lessor**") and City of Belton, MO ("**Lessee**"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Lease Agreement.

Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to BciCapital, Inc. ("**Assignee**"), whose offices are at 390 N. Orange Ave., Suite 2600, Orlando, FL 32801, all right, title, interest and obligations of Lessor in and to Lease Schedule No. 1 dated as of May 31, 2019 (the "**Lease Schedule**"), executed pursuant to the Lease Agreement, and the Lease Agreement together with all schedules, exhibits, addenda, instruments, certificates and other agreements executed in connection therewith, in each case solely to the extent related to such Lease Schedule (together with the Lease Schedule, collectively, the "**Lease Documents**") together with the equipment described in the Lease Documents (the "**Equipment**");

From and after the date of this Notice, all payments now or hereafter becoming due pursuant to the Lease Documents or with respect to the Equipment described in the Lease Documents shall be paid directly to Assignee as Assignee shall direct in Assignee's invoices.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee/Borrower certifies, confirms and agrees as follows:

1. The Lease Documents have been duly authorized, executed and delivered by Lessee; constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by such party; are free from all defenses, set-offs, claims, counterclaims or any right to cancellation or termination; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease Documents has occurred. All names, addresses, signatures, amounts and other facts contained in the Lease Documents are correct

2. There are no modifications, amendments or supplements to, or waiver of Lessee's obligations under, the Lease Documents which relate to the Lease Documents; and any future modification, termination, amendment, supplement or waiver to the Lease Documents which relates to the Lease Documents, or settlement of amounts due thereunder which relates to the Lease Documents, shall be ineffective without Assignee's prior written consent.

3. There has been no prepayment of any sums payable under the Lease Documents. There are 3 annual rental payments due under the Lease Documents. There are 3 payments remaining in the amount of \$149,859.46 each commencing 6/21/2020. No casualty has occurred with respect to the Equipment. The Equipment has been delivered to and accepted by Lessee and is in good working order, in the condition required under the Master Lease Purchase Agreement, and suitable for Lessee's purposes in all respects. The Equipment is in the possession of Lessee. The Designated Schedule is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes.

4. Lessee acknowledges and agrees that (i) Assignee shall be the lien holder on the Equipment and Assignor shall have no interest or authority of any nature regarding the Equipment or the Lease Documents, (ii) Lessee will deal exclusively with respect to the Lease Documents with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee relating to the Lease Documents and the Equipment to Assignee at the address listed above, (iii) so

far as enforcement of the Lease Documents is concerned, notwithstanding the existence of other schedules or supplements thereto, the Lease Documents are separate and severable and Assignee may take enforcement action independently of other lessors, equipment owners or financing parties having an interest in the Lease Agreement and other equipment schedules not included in the Lease Documents, (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease Documents in Assignee and Assignee's ownership of the Equipment, and (v) Lessee waives any right to revoke its acceptance of the Equipment.

5. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease Documents or any payments due or to become due thereunder.

6. Lessee will keep the Lease Documents and the Equipment free and clear of all liens and encumbrances (other than the interest of Assignee or parties claiming by, through or under Assignee).

7. All representations and duties of Lessor intended to induce Lessee to enter into the Lease Documents, whether required by the Lease Documents or otherwise, have been fulfilled.

8. Lessee has executed one (1) original each of the Lease Documents (which were delivered to Lessor), and currently has no original in its possession.

9. All representations and warranties of the Lessee in the Lease Documents are true and correct.

10. Lessee agrees to promptly send to Assignee such financial statements and other notices as may be required to be sent to Lessor under the terms of the Master Lease Purchase Agreement, as assignee of Assignor's interest under the Lease Documents, directly to Assignee at Assignee's address set forth hereinabove.

11. Pursuant to the terms of the Lease Documents, Lessee hereby agrees to promptly add Assignee as a loss payee and as an additional insured under each casualty and liability insurance policy maintained by Lessee as may be required under the Lease Documents and to furnish to Assignee evidence of such insurance coverage not later than the date hereof.

[Remainder of This Page Intentionally Left Blank]

ACCEPTED AND AGREED to on this [redacted] day of [redacted], 2019

Lease Servicing Center, Inc.

City of Belton, MO

Lessor

Lessee

By: _____
Name: _____
Title: _____

By: [redacted]
Name: Alexa Barton
Title: City Manager

BciCapital, Inc.

Assignee

By: _____
Name: _____
Title: _____

MASTER LEASE PURCHASE AGREEMENT

This Master Lease Purchase Agreement (this "Agreement"), dated as of May 31, 2019, is made and entered into by and between Lease Servicing Center, Inc. ("Lessor"), and City of Belton, MO, a political subdivision of the State of Missouri ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. LEASE OF EQUIPMENT; FUNDING

1.1. Lease; Possession and Use. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in each Lease Schedule (defined herein) executed and delivered by Lessor and Lessee, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment"). Each Lease executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment described therein. This Agreement is not a commitment by Lessor to enter into any Lease and nothing in this Master Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. The decision whether Lessor enters into any Lease is within Lessor's sole discretion. As used herein, (i) "Lease Schedule" means a schedule substantially in the form attached as Exhibit A to this Agreement, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented, and (ii) "Lease" means a Lease Schedule each together with this Agreement the terms and conditions of which are incorporated therein.

1.2. Funding. Unless otherwise provided in the applicable Lease Schedule, in order to provide financing to pay the costs to acquire and install the Equipment set forth in the applicable Lease Schedule (the "Purchase Price"), Lessor and Lessee shall execute and deliver an escrow agreement relating to such Schedule in form and substance and with an escrow agent satisfactory to Lessor (an "Escrow Agreement"). If all conditions set forth in Section 1.3 have been satisfied in full or waived, then Lessor will deposit or cause to be deposited into an escrow fund under the related Escrow Agreement, if applicable, or pay to Lessee an amount equal to the Purchase Price for the Equipment to be financed under the related Lease Schedule.

1.3. Funding Requirements. The funding of the Purchase Price and the performance by Lessor of any of its obligations pursuant to any Lease, are subject to the satisfaction or waiver of the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance as required by the Lease; (2) an opinion of Lessee's counsel and/or bond counsel to Lessee; (3) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; (4) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) executing the Lease and the Escrow Agreement; (5) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than 60 days prior to the funding of the Purchase Price; (6) if the Purchase Price will be paid to Lessee (or vendor(s) or supplier(s) of the Equipment on behalf of Lessee), an acceptance certificate for the Equipment (substantially in the form attached as Exhibit B to this Agreement)(an "Acceptance Certificate"), and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

- (b) Lessee has executed and delivered to Lessor the Lease Schedule, its related Payment Schedule and the related Escrow Agreement (if applicable);
- (c) no Event of Default shall have occurred and be continuing under any Lease;
- (d) no material adverse change shall have occurred in the financial condition of Lessee;
- (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (defined herein) other than the respective rights of Lessor and Lessee as herein provided; and
- (f) all representations of Lessee in the Lease remain true, accurate and complete.

1.4. Delivery, Installation and Acceptance of Equipment. Lessee shall order each Equipment, shall cause the Equipment to be delivered and installed at the locations specified under the applicable Lease Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. If the Purchase Price is deposited under an Escrow Agreement for the acquisition of the Equipment, such funds shall be disbursed as provided therein. The insufficiency of proceeds of any Lease to pay all costs of the Equipment subject thereto shall not affect Lessee's obligations under this Section. When the Equipment described in such Lease Schedule is delivered, installed and accepted, Lessee shall promptly execute and deliver to Lessor an Acceptance Certificate for the Equipment.

2. TERM

2.1. Term. The term of each Lease (the "Lease Term") shall commence on the Lease Date set forth in the applicable Lease Schedule and shall terminate upon payment of the all Rental Payments, unless sooner terminated pursuant to the Lease.

3. RENTAL PAYMENTS

3.1. Rental Payments. Lessee agrees to pay the rent payments ("Rental Payments") in the amounts and on the dates (each a "Payment Date") as specified in the Payment Schedule attached to each Lease Schedule. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule for each Lease. All Rental Payments shall be paid to Lessor, at such places as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

3.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State of Missouri (the "State"). THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of the Lessee. The person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount

sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

3.3. Unconditional Rental Payments. Subject to Section 3.4 hereof: (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

3.4. Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to make Rental Payments required under a Lease for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed such Lease for the following fiscal year, and the Lease shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to make Rental Payments under the Lease beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment subject to the Lease to Lessor in accordance with the requirements of Section 11.3. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the applicable Equipment or otherwise comply with Section 11.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. In addition, Lessor may instruct any escrow agent holding proceeds of the Lease to release all such proceeds and any earnings thereon to Lessor.

3.5 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time in the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

4. PURCHASE AND PREPAYMENT

4.1. End of Lease Term. Lessee shall have the option to purchase all of the Equipment under a Lease upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

4.2. Optional Prepayment. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date as set forth in the applicable Payment Schedule, but only if and to the extent the Lease Schedule provides for such prepayment. Lessee shall give written notice

to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under such Lease, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Prepayment Price set forth in the applicable Payment Schedule (the "Prepayment Price").

4.3. Excess Proceeds. Lessee's obligations under a Lease shall be prepaid in part from the excess proceeds of the Lease on the terms set forth in any Escrow Agreement pursuant to which proceeds of the Lease are being held.

4.4. Release of Lessor's Interest. Upon timely receipt, in collected funds, of all amounts required for the purchase of the Equipment subject to any Lease pursuant to Section 4.1 or the prepayment in whole of any Lease pursuant to Section 4.2, such Lease shall terminate, all of Lessor's right, title and interest in and to the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of the Lease and Lessor's interest in the Equipment, without warranty by or recourse to Lessor.

5. REPRESENTATION, WARRANTIES AND COVENANTS.

5.1. Representations and Warranties. Lessee shall be deemed to make the following representations and warranties to Lessor with respect to each Lease, in each case as of the Lease Date for such Lease:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, the Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and the Lease.

(b) The execution and delivery of this Agreement and the Lease Schedule have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and the Lease Schedule have been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and the Lease Schedule by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or the Lease Schedule or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or the Lease Schedule.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term.

5.2. Tax Covenants.

(a) Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in any escrow fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any such escrow fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor that Lessor may not exclude the interest component of any Rental Payment under a Lease from federal gross income, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments under the Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rental Payment due date in such amount as will maintain such after tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error).

6. INSURANCE; CASUALTY AND CONDEMNATION

6.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Lease Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

6.2. Insurance Requirements. All insurance policies required by Section 6.1 shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance

policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its assigns as loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 6.1 with the prior written consent of Lessor.

7. ADDITIONAL OBLIGATIONS

7.1. Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the related Lease Schedule; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

7.2. Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Equipment.

7.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

7.4. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment (each, a "Lien"), other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time.

7.5. Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and the Lease as may be reasonably requested by Lessor from time to time.

8. TITLE; NO WARRANTIES BY LESSOR

8.1. Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under the applicable Lease Schedule and this Agreement. Upon an Event of Default or

an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

8.2. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

8.3. No Warranties. LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor for the benefit of the Lessee in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor, and (f) the Lessor shall cause the supplier to identify the Lessee as an intended beneficiary of its warranty, if any.

9. RISK OF LOSS; CASUALTY

9.1. Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to any Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 9.

9.2. Notice of Loss. If a casualty occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

9.3. Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss and is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Prepayment Price set forth in the Payment Schedule to the applicable Lease. If Lessee is making such

payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Prepayment Price to be paid by Lessee with respect to the such Equipment.

9.4. Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

10. ASSIGNMENT

10.1. Assignment by Lessor. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

10.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

11. EVENTS OF DEFAULT; REMEDIES

11.1. Events of Default Defined. The occurrence of any of the following events with respect to a Lease shall constitute an Event of Default under the Lease:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor under the Lease within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee fails to perform or observe any of its obligations under Section 6, 7.4 or 10.2 hereof;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant with respect to the Lease for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Lessee shall be in default with respect to the payment or performance of any indebtedness, liability or obligation to Lessor or any of its affiliates under any note, loan agreement, security agreement,

lease, title retention or conditional sales agreement or any other instrument or agreement (including the occurrence of any Event of Default under any other Lease then held by Lessor), whether accelerated or otherwise and any applicable grace period with respect thereto has expired; or

(e) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(f) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law.

11.2. **Remedies on Default.** Upon the occurrence of any Event of Default with respect to a Lease, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies with respect to the Lease:

(a) Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 11.3 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand, without any court order or other process of law and without liability for any damage occasioned by such repossession; and Lessor may thereafter dispose of the Equipment. If Lessor terminates the Lease and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments under the Lease; and (vi) any other amounts then due under the Lease. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment.

(c) By written notice to any escrow agent that is holding proceeds of the Lease under an Escrow Agreement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Lease; or

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default. Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in exercising any remedy hereunder.

11.3. **Return of Equipment: Release of Lessee's Interest.** Upon termination of any Lease prior to the payment of all Rental Payments or the applicable Prepayment Price (whether as result of an Event of Nonappropriation or Event of Default) thereunder, Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 7; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or

such other service person as is satisfactory to Lessor; (c) return such Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee; and (d) comply with any additional return conditions specified in the Lease Schedule. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

11.4. Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the interest rate set forth in the applicable Lease Schedule plus 5% per annum or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

11.5. No Remedy Exclusive. Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

11.6. Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

12.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means, with respect to a Lease, any person or entity to whom Lessor has assigned its right to receive Rental Payments under such Lease.

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

12.4. Entire Agreement; Amendments. Each Lease constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. Each Lease

may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

12.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

12.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement and each Lease, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and each Lease.

12.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

12.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Lease Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

12.9. Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

12.10. USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

12.11. Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and each Lease and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement and any Lease, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

12.12. Filing of Leases. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement or any Lease, any document related to this Agreement or any Lease, any

default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any Lease or any summary of the foregoing with the Municipal Securities Rulemaking Board (“MSRB”) (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee’s or any other entity’s compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

12.13. Counterparts. This Agreement and any Lease Schedules may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement and any Lease Schedules it shall not be necessary to produce or account for more than one such counterpart.

12.14. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement and any Lease Schedule shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement and such Lease Schedule(s). The parties agree that any electronically signed document (including this Agreement and any Lease Schedule) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

City of Belton, MO
Lessee

Lease Servicing Center, Inc.
Lessor

By: _____
Name: Alexa Barton
Title: City Manager

By: _____
Name: _____
Title: _____

Address: 506 Main Street
Belton, MO 64012
Attention: Alexa Barton

Address: 220 22nd Ave E., Ste 106
Alexandria, MN 56308
Attn: Chris Canavati

Telephone: (816) 331-4331
E-mail address: abarton@belton.org

Telephone: (320) 763-7600
E-mail address: chris@lscfinancial.com

[Signature Page to Master Lease Purchase Agreement]

LEASE SCHEDULE NO. 1
to Master Lease Purchase Agreement

Dated May 31, 2019

This Lease Schedule (this "Lease Schedule") relates to the Master Lease Purchase Agreement dated as of May 31, 2019 (the "Agreement") between the undersigned Lessor and Lessee, together with the terms and conditions of the Agreement incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Agreement. All terms and conditions of the Agreement are incorporated herein by reference.

1. Equipment Description. As used in the Lease, "Equipment" means all of the property described in Exhibit 1 attached to this Lease Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. Purchase Price. The Purchase Price for the Equipment is \$415,582.52, which amount shall be delivered to or as directed by the Lessee for the purchase of the Equipment from Wastequip.
3. Rental Payments; Lease Term. The Rental Payments to be paid by Lessee to Lessor, the Lease Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Lease Schedule as Exhibit 2.
4. Essential Use; Current Intent of Lessee. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; and to continue this Lease.
5. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Lease Schedule.
6. Not Bank Qualified. This Lease is not a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code.

IN WITNESS WHEREOF, Lessor has caused this Lease Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease Schedule to be executed in its name by its duly authorized officer.

City of Belton, MO
Lessee

Lease Servicing Center, Inc.
Lessor

By: _____
Name: Alexa Barton
Title: City Manager

By: _____
Name: _____
Title: _____

Address: 506 Main Street
Belton, MO 64012
Attention: Alexa Barton

Address: 220 22nd Ave E., Ste 106
Alexandria, MN 56308
Attn: Chris Canavati

Telephone: (816) 331-4331
E-mail address: abarton@belton.org

Telephone: (320) 763-7600
E-mail address: chris@lscfinancial.com

Equipment Description

(7,400) - Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart

(500) - Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart

(100) - Model 79248 - Toter 48 Gallon EVR II Universal/Nestable Cart

Payment Schedule

Equipment Cost: \$415,582.52

Annual Rate: 4.04%

#	Date	Payment Amount	Interest Amount	Principal Amount	Prepayment Amount
1	6/21/2020	\$149,859.46	\$16,776.67	\$133,082.79	\$291,822.22
2	6/21/2021	\$149,859.46	\$11,404.25	\$138,455.21	\$148,797.99
3	6/21/2022	\$149,859.46	\$5,814.94	\$144,044.52	\$0.00

**Form of
ACCEPTANCE CERTIFICATE**

Lease Servicing Center, Inc.
220 22nd Ave E., Ste 106
Alexandria, MN 56308

Re: Lease Schedule No. 1 dated May 31, 2019 (the "Lease Schedule") to that certain Master Lease Purchase Agreement dated as of May 31, 2019 (the "Agreement" and together with the Lease Schedule, the "Lease") between Lease Servicing Center, Inc., as Lessor, and City of Belton, MO, as Lessee

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above-referenced Lease Schedule, that:

1. The Equipment subject to the Lease Schedule and the Lease has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Date of Acceptance:

City of Belton, MO
Lessee

By:
Name: Alexa Barton
Title: City Manager

INCUMBENCY CERTIFICATE

The undersigned, the duly appointed and acting **City Manager** of the City of Belton, MO ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Master Lease Purchase Agreement dated as of May 31, 2019 between such entity and LEASE SERVICING CENTER, INC.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____ Alexa Barton	_____ City Manager	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of May 31, 2019.

By: _____
Name: _____
Title: _____

TAX CERTIFICATE

This Tax Certificate (this "Certificate") is executed and delivered as of May 31, 2019 (the "Lease Date") by City of Belton, MO ("Lessee") in connection with that certain Master Lease Purchase Agreement dated as of May 31, 2019 (the "Agreement") by and between Lease Servicing Center, Inc. ("Lessor") and Lease Schedule No. 1 dated as of May 31, 2019 between Lessor and Lessee (the "Lease Schedule," and together with the Agreement, the "Lease"). The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Lease. As described in the Lease, Lessor shall apply \$415,582.52 (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Lease.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Lease, pursuant to the resolution or other official action of Lessee adopted with respect to the Lease, a copy of which has been delivered to Lessor.

1.3. The Lease is being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedule. The Principal Amount will be paid to Lessee on the date hereof.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Lease will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Lease or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Lease and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Lease.

2.3. Other than the Principal Amount, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Lease. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Lease was entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Lease.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the Principal Amount may be used by Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not use any portion of the principal amount in order to be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the Lease Date, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Lease Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Lease and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by no later than 18 months from the Lease Date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Lease Date or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the Lease Date; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment by no later than 18 months from the actual Lease Date.

Section 5. No Private Use; No Consumer Loan.

5.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 5.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 6. No Federal Guarantee.

6.1. Payment of the principal or interest due under the Lease is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 7. Post-Issuance Compliance.

7.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

7.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; and (c) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The office within Lessee that is currently responsible for such monitoring is the finance department.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Lease in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.


8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Lease.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Tax Certificate has been executed on behalf of Lessee as of the Lease Date.

CITY OF BELTON, MO

By: 
Name: Alexa Barton
Title: City Manager

PAY PROCEEDS LETTER

May 31, 2019

Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, MN 56308

Ladies and Gentlemen:

The undersigned, an authorized officer of City of Belton, MO ("Lessee"), hereby authorizes Lease Servicing Center, Inc. ("Lessor") to pay the proceeds of the financial accommodations provided to Lessee by Lessor evidenced by that certain Master Lease Purchase Agreement, dated as of May 31, 2019 and the related Lease Schedule No.1, dated May 31, 2019, between Lessor and Lessee, to the following account of Lessee:

<u>Account :</u>	<u>Amount of Deposit</u>
Wastequip Manufacturing Company LLC	
Wells Fargo Bank, N.A. 420 Montgomery St. San Francisco, CA 94104	
Wire ABA: 121000248 Wire Acct #: 4123246712	\$415,582.52

CITY OF BELTON, MO

By: _____
Name: Alexa Barton
Title: City Manager

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Purchase Agreement dated as of May 31, 2019 (the "**Lease Agreement**"), between Lease Servicing Center, Inc. ("**Lessor**") and City of Belton, MO ("**Lessee**"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Lease Agreement.

Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to BciCapital, Inc. ("**Assignee**"), whose offices are at 390 N. Orange Ave., Suite 2600, Orlando, FL 32801, all right, title, interest and obligations of Lessor in and to Lease Schedule No. 1 dated as of May 31, 2019 (the "**Lease Schedule**"), executed pursuant to the Lease Agreement, and the Lease Agreement together with all schedules, exhibits, addenda, instruments, certificates and other agreements executed in connection therewith, in each case solely to the extent related to such Lease Schedule (together with the Lease Schedule, collectively, the "**Lease Documents**") together with the equipment described in the Lease Documents (the "**Equipment**");

From and after the date of this Notice, all payments now or hereafter becoming due pursuant to the Lease Documents or with respect to the Equipment described in the Lease Documents shall be paid directly to Assignee as Assignee shall direct in Assignee's invoices.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee/Borrower certifies, confirms and agrees as follows:

1. The Lease Documents have been duly authorized, executed and delivered by Lessee; constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by such party; are free from all defenses, set-offs, claims, counterclaims or any right to cancellation or termination; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease Documents has occurred. All names, addresses, signatures, amounts and other facts contained in the Lease Documents are correct.

2. There are no modifications, amendments or supplements to, or waiver of Lessee's obligations under, the Lease Documents which relate to the Lease Documents; and any future modification, termination, amendment, supplement or waiver to the Lease Documents which relates to the Lease Documents, or settlement of amounts due thereunder which relates to the Lease Documents, shall be ineffective without Assignee's prior written consent.

3. There has been no prepayment of any sums payable under the Lease Documents. There are 3 annual rental payments due under the Lease Documents. There are 3 payments remaining in the amount of \$149,859.46 each commencing 6/21/2020. No casualty has occurred with respect to the Equipment. The Equipment has been delivered to and accepted by Lessee and is in good working order, in the condition required under the Master Lease Purchase Agreement, and suitable for Lessee's purposes in all respects. The Equipment is in the possession of Lessee. The Designated Schedule is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes.

4. Lessee acknowledges and agrees that (i) Assignee shall be the lien holder on the Equipment and Assignor shall have no interest or authority of any nature regarding the Equipment or the Lease Documents, (ii) Lessee will deal exclusively with respect to the Lease Documents with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee relating to the Lease Documents and the Equipment to Assignee at the address listed above, (iii) so

far as enforcement of the Lease Documents is concerned, notwithstanding the existence of other schedules or supplements thereto, the Lease Documents are separate and severable and Assignee may take enforcement action independently of other lessors, equipment owners or financing parties having an interest in the Lease Agreement and other equipment schedules not included in the Lease Documents, (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease Documents in Assignee and Assignee's ownership of the Equipment, and (v) Lessee waives any right to revoke its acceptance of the Equipment.

5. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease Documents or any payments due or to become due thereunder.

6. Lessee will keep the Lease Documents and the Equipment free and clear of all liens and encumbrances (other than the interest of Assignee or parties claiming by, through or under Assignee).

7. All representations and duties of Lessor intended to induce Lessee to enter into the Lease Documents, whether required by the Lease Documents or otherwise, have been fulfilled.

8. Lessee has executed one (1) original each of the Lease Documents (which were delivered to Lessor), and currently has no original in its possession.

9. All representations and warranties of the Lessee in the Lease Documents are true and correct.

10. Lessee agrees to promptly send to Assignee such financial statements and other notices as may be required to be sent to Lessor under the terms of the Master Lease Purchase Agreement, as assignee of Assignor's interest under the Lease Documents, directly to Assignee at Assignee's address set forth hereinabove.

11. Pursuant to the terms of the Lease Documents, Lessee hereby agrees to promptly add Assignee as a loss payee and as an additional insured under each casualty and liability insurance policy maintained by Lessee as may be required under the Lease Documents and to furnish to Assignee evidence of such insurance coverage not later than the date hereof.

[Remainder of This Page Intentionally Left Blank]

ACCEPTED AND AGREED to on this _____ day of _____, 2019

Lease Servicing Center, Inc.

City of Belton, MO

Lessor

Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: Alexa Barton
Title: City Manager

BciCapital, Inc.

Assignee

By: _____
Name: _____
Title: _____

SECTION X

A

R2019-54

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR EMERGENCY REPAIR OF A CAMBRIDGE ROAD CULVERT AND RATIFYING TASK AGREEMENT NO. 2019-2 IN THE AMOUNT OF \$105,549.64.

WHEREAS, on March 11, 2019, a sinkhole and settled pavement was discovered on Cambridge Road 800 feet east of Mullen Road. Based upon Staff inspection, it was determined that the sinkhole was due to a collapsed 48-inch corrugated metal pipe (CMP) culvert under the road. The road was immediately closed with barricades and signs were posted notifying drivers of the street closure; and

WHEREAS, the City Manager, in conference with the Director of Public Works and Acting City Engineer, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue; and

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement Renewal per Resolution 2019-04, Pyramid Excavation and Construction, Inc. was contacted for emergency repair services. Pyramid removed the 48-inch CMP culvert and replaced it with a 54-inch reinforced concrete pipe (RCP) with headwalls and wingwall to provide additional capacity. The scope of work also included repaving the road, adding rip rap to prevent erosion, signs, and restoration at a total cost of \$105,549.64; and

WHEREAS, the City Council believes that Task Agreement 2019-2 with Pyramid Excavation and Construction, Inc. accurately reflects the work performed to repair a Cambridge Road culvert on an emergency basis in the amount of \$105,549.64.

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

SECTION 1. That the action of the City Manager to engage Pyramid Excavation and Construction, Inc. on an emergency basis is hereby authorized and ratified.

SECTION 2. That Task Agreement No. 2019-2, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$105,549.64 is hereby authorized and ratified.

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

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

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 11, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

On March 11, 2019, a sinkhole and settled pavement was discovered on Cambridge Road 800 feet east of Mullen Road. Based upon Staff inspection, it was determined that the sinkhole was due to a collapsed 48-inch corrugated metal pipe (CMP) culvert under the road. The road was immediately closed with barricades and signs were posted notifying drivers of the street closure.

The City Manager, in conference with the Director of Public Works and Acting City Engineer, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue.

Using On-Call Water, Wastewater, and Stormwater Services Agreement Renewal per Resolution 2019-04, Pyramid Excavation & Construction, Inc. (Pyramid) was contacted for emergency repair services.

Pyramid removed the 48-inch CMP culvert and replaced it with a 54-inch reinforced concrete pipe (RCP) with headwalls and wingwall to provide additional capacity. The scope of work also included repaving the road, adding rip rap to prevent erosion, signs, and restoration at a total cost of \$105,549.64.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Pyramid Excavation & Construction, LLC	
Amount of Request/Contract:	\$	105,549.64
Amount Budgeted:	\$	n/a
Funding Source:	225-0000-400-2027	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Pyramid Excavation & Construction, Inc. for emergency repair of a Cambridge Road culvert and ratifying Task Agreement No. 2019-2 in the amount of \$105,549.64.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2019-2 and Scope of Work

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No: 2019-2

Funding Amount: \$105,549.64

Purchase Order No: N/A

Project Title: Emergency Cambridge Road Repair

Contractor/Consultant (including subs): Pyramid Excavation & Construction

Division and Staff Project Manager: Michael Christopher

Project Management Manual reviewed: N/A

Attachments (Gantt Chart/ Schedule, Insurance, etc.): Unit Prices

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

PROJECT START DATE OF 4/1/2019; SCOPE ATTACHED

Check boxes below that apply:

Enrollment in E-Verify

Prevailing Wage

Certificate of Good Standing

Staff Signatures

Partner Signatures

Director of Public Works:
Cella Duran

City Manager:
Alexa Barton

Project Manager:

Company Principal (if different):

ROBERT C. YUNGER PRESIDENT

Signature: 

Signature: _____

Signature: _____

Signature: 

Date: 4/1/2019

Date: _____

Date: _____

Date: _____

Project Type: Design Construction Property Acquisition Conceptual/Problem Solving Surveying

Project Discipline(s): Transportation Planning Water Wastewater Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and _____ (Professional), dated _____.

Attach scope of work, budget, and other supporting material



11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

BID FOR CAMBRIDGE EMERGENCY REPAIR

Cambridge Road Repair				
<i>Item Description</i>	<i>Quantity</i>	<i>Qty. Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
MOBILIZATION AND DEMO	1	LS	\$25,133.90	\$25,133.90
54" RCP	24	LF	\$ 449.91	\$10,797.84
FES 54" RCP DOWNSTREAM	1	EA	\$ 4,272.40	\$4,272.40
HEADWALLS AND 1 WINGWALL ON UPSTREAM END (INCLUDES AN ADDITIONAL 7CY OF CONCRETE FORM & PLACE)	22	CY	\$ 1,107.96	\$24,375.12
RIP RAP (INCLUDES AN ADDITIONAL 42 CY OF RIP RAP)	72	CY	\$ 147.77	\$10,639.44
TYPE 5 BASE (INCLUDES ADDITIONAL 62 SY OF AB3)	202	SY	\$ 14.41	\$2,910.82
PAVING 10" (INCLUDES AN ADDITIONAL 100 SY OF 10" PAVING)	202	SY	\$ 95.56	\$19,303.12
FINAL GRADE SEED AND MULCH	1	LS	\$ 3,157.00	\$3,157.00
OBJECT MARKER SIGNS WITH BREAKAWAY BASES	4	EA	\$510.00	\$2,040.00
PUMP TRUCK TO PLACE AND FINISH 10" CONCRETE PAVEMENT	1	EA	\$850.00	\$850.00
TWO-YEAR MAINTENANCE BOND	1	EA	\$2,070.00	\$2,070.00
			TOTAL	\$105,549.64

Hank Cunningham

Pyramid Excavation & Construction Inc.

hank@pyramidexcavation.com

816 765 4464