



**Agenda of the Belton City Council
Special Electronic Meeting
April 2, 2020 – 6:00 p.m.
<https://www.belton.org/watch>**

Members of the public may observe and attend the meeting at the URL location above.

- I. CALL SPECIAL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Mayor Davis
- III. ROLL CALL

IV. CONSENT AGENDA

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

- A. **Motion approving the minutes of the March 10, 2020, City Council Regular Meeting, and March 19, 2020, Special Electronic Meeting.**

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- B. **Motion authorizing the purchase of an AeroClave Room Decontamination machine, attachments, and disinfectant solution from Aeroclave, LLC, for \$15,758.00, for the fire department.**

The funding source for this item is from the Rainy-Day Fund and is eligible for FEMA reimbursement related to the Covid-19.

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- C. **Motion to approve the FY2021 budgeted capital purchase of 5 - iPad Air, 3rd Gen tablets and 1 - iPad Pro from First Net in the amount of \$4,124.79 under our existing contract for mobile equipment and data services and the purchase of 10 mounting devices from Mobile Demand (a sole source vendor in accordance with Section 2-929 of the City of Belton Code of Ordinances) in the amount of \$2,150.46.**

This purchase is within budget.

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- D. **Motion authorizing the purchase of UV disinfection bulbs, wiper, seals, and O-rings in Channel 2 at the Wastewater Treatment Plant, from Ray Lindsey Company, for a cost of \$43,783.58.**

This purchase is within budget for FY2021.

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- E. **Motion approving Resolution R2020-10**
A resolution approving a maintenance and service agreement with Stryker Corporation to provide maintenance and service to the Fire Department's power load systems, power cots, and stair chairs.

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- F. **Motion approving Resolution R2020-11**
A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located at 407 Corral Drive and ratifying Task Agreement No. 2020-02 in the amount of \$26,518.81.

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- G. **Motion approving Resolution R2020-12**
A resolution approving the extension of the agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2020 Street Restoration Project for a term of one (1) year with the option of one (1) additional one (1) year renewal in the amount of \$5,052,991.25.

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- H. **Motion approving Resolution R2020-13**
A resolution approving a three (3) year Lease Agreement with Deere Credit, Inc., Johnston, Iowa, to lease a John Deere 320g skid steer loader base for use in and around the Belton Parks System.

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V. **PERSONAL APPEARANCES**

VI. ORDINANCES

- A. Motion approving the final reading of Bill No. 2020-13

An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 2, LLC Project), Series 2020 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.

- B. Motion approving both readings of Bill No. 2020-18

An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget.

This is the final budget amendment for fiscal year 2020 and amends the annual budget to appropriate additional revenues that were received in the Mayor's Christmas Tree fund, Belton Marketplace TIF fund, Cedar Tree TIF fund, Y Belton Plaza TIF fund, Southtowne Plaza TIF fund and the Solid Waste Disposal fund throughout the year and to appropriate bond proceeds from the 2020 Street and Stormwater General Obligation bonds in the GO Bond Debt Service fund, Street Capital Projects fund and Storm Water Projects fund.

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- C. Motion approving both readings of Bill No. 2020-19

An ordinance executing the Cooperative Final Missouri Highways and Transportation Commission Cost-Sharing Agreement for Build Grant Traffic Modeling and federal grant writing with the City of Raymore, Cass County and Belton, Missouri in substantially similar form to the draft agreement attached.

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- D. Motion approving both readings of Bill No. 2020-20

An ordinance approving a Cost-Share Agreement between the Mid-America Regional Council (MARC) and the City of Belton, Missouri for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$1,857.81.

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- E. Motion approving both readings of Bill No. 2020-21

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 2020.

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F. Motion approving both readings of Bill No. 2020-22

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 Wine & Brews On Main Street Festival in Belton, Missouri in June 2020.

Downtown Belton Main Street, Inc. is hosting a Wine & Brews on Main Street Festival, currently scheduled on June 6, 2020 as a fundraiser for the Belton Educational Foundation. Local wineries and breweries will be invited to participate. The event organizers have spoken with many Main Street business owners and received positive responses about the event. DBMS is aware of state and local liquor laws and will work with the appropriate officials for necessary approvals and permits, including but not limited to, liquor permits.

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VII. RESOLUTIONS

A. Motion approving Resolution R2020-14

A resolution approving a Farm Lease Agreement with Dwayne Perkins, a private contractor, to cut and bale hay on farmable land on the Wastewater Treatment Plant's property for five (5) years through December 31, 2025.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

April 2020 meetings

4/28 work session & regular meetings – 6:00 p.m.

XI. OTHER BUSINESS

XII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; and that the record be closed, and the meeting adjourned from there.

SECTION IV

A

**Minutes of the Belton City Council
Regular Meeting
March 10, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the regular meeting to order at 6:03 p.m.

Councilmember Clark lead the Pledge of Allegiance to the Flag.

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

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Shelby Bigby, Executive Assistant to the City Manager

CONSENT AGENDA

Councilmember Trutzel moved to approve the consent agenda consisting of a motion:

- approving the minutes of the February 25, 2020, City Council Work Session, & Regular Meeting.
- authorizing the Belton Police Department to purchase two refurbished Dell R640 server units from Stallard Technologies for \$9,768.00.
- approving Resolution R2020-07: **A resolution reappointing Melvin Anderson, Jason Stephens, and Gary Mallory to the Building and Fire Prevention Codes Board of Adjustment.**
- approving Resolution R2020-08: **A resolution appointing Ross Nigro as Belton Municipal Judge pursuant to Article VII of the Belton Charter.**
- approving Resolution R2020-09: **A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of sanitary sewer and storm pipe and inlet box located at 211 Westover Road and ratifying Task Agreement No. 2020-1 in the amount of \$59,830.13.**

Councilmember Finn seconded. All voted in favor. Consent agenda approved.

Alexa Barton, City Manager, introduced Ross Nigro to the City Council.

PERSONAL APPEARANCES

Dr. Andrew Underwood, Belton School District Superintendent, presented information about the No Tax Increase Bond on the ballot for the Belton School District for facility maintenance. (attached exhibit A)

ORDINANCES

Shelby Bigby, Executive Assistant to the City Manager, gave the final reading of Bill No. 2020-06, as amended: **An ordinance amending Sections: 42-36, Rates inside the City; 42-38, Water Rates for approved Water Districts or Local Governments; 42-39, Rates for water consumed outside City; 42-296, Sewer System user rates; of the Unified Development Code of the City of Belton, Missouri.**

Presented by Councilmember VanWinkle, seconded by Councilmember Peek. This ordinance was amended from first reading because the City of Kansas City rate increase will only be 2%, not 4% as originally thought. Greg Rokos, Public Works Director, gave a presentation on the infrastructure that needs replacing. Ms. Barton said staff is researching the possibility of grants. Sheila Ernzen, Assistant City Manager and Finance Director, gave a presentation on the rate increase. (attached exhibit B) There was considerable discussion. Vote on the final reading was recorded:

Ayes: 7 Mayor Davis, Trutzel, Peek, Savage, Lathrop, Davidson, VanWinkle

Noes: 2 Finn, Clark

Absent: 0

Bill No. 2020-06 was declared passed and in full force and effect as **Ordinance No. 2020-4558**, subject to Mayoral veto.

Ms. Bigby gave the final reading of Bill No. 2020-09: **An ordinance approving the proposed Fiscal Year 2021 City Budget, as revised, and appropriating funds from the revenues of the City.**

Presented by Councilmember Peek, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-09 was declared passed and in full force and effect as **Ordinance No. 2020-4559**, subject to Mayoral veto.

Ms. Bigby read Bill No. 2020-13: **An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 2, LLC Project), Series 2020 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.**

Presented by Councilmember Trutzel, seconded by Councilmember Savage. Vote on the first reading was recorded with all voting in favor.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

To date, there aren't any confirmed cases of COVID-19 (Coronavirus) in Kansas City. High Blue Wellness Center is sanitizing the kids center and group fitness equipment and wiping down all hard surfaces.

- Spring break swim lessons
- Join HBWC small group or personal fitness classes
- Kids' recreation baseball/softball/t-ball sign ups
- The Park is hiring – www.beltonparks.org
- March 14 Kids' Night Out at HBWC
- April 4 Easter egg hunt at Memorial Park
- April 17 mom prom at Memorial Station
- June 13 Summerfest at Memorial Station

MAYOR'S COMMUNICATIONS

- The Sloan Tribby dinner raised \$20,000 for the project

- St. Patrick's Day parade Saturday at 5:00 p.m.
- March 12-20 the US Census is mailing a flier. The Mayor encouraged everyone to fill it out.
- March 28 Oil Creek clean up

Police Chief James Person said he and John Sapp, Fire Chief, are working on a document for the City as to what to expect as we move forward with COVID-19 (Coronavirus).

Diane Huckshorn, Chamber of Commerce, said Belton Night at the K is May 18. May 11 is the Chamber golf tournament at Loch Lloyd.

CITY MANAGER'S REPORT

The City of Belton, Raymore and Cass County are working on a regional project to receive grant funding to widen I-49. The City of Raymore has already hired an engineering firm, HDR. On March 24 there will be more information coming to the City Council. A future project will be the widening of the Highway 58 bridge.

March/April 2020 meetings

3/24 work session & regular meetings – 6:00 p.m.

4/14 work session & regular meetings – 6:00 p.m.

4/28 work session & regular meetings – 6:00 p.m.

OTHER BUSINESS

Councilmember Trutzel said he still has some questions about the fire district presentation a few weeks ago. He believes there should be follow up discussion.

Councilmember Peek presented “You Matter Belton” – an initiative from Belton Cares for positivity. They have a Facebook page for more information or to order t-shirts.

Chief Person said the Cass Community Health Foundation 5K for Health will be May 2.

At 7:54 p.m. Councilmember Savage moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there. Councilmember Lathrop seconded. The following vote was recorded.

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

Noes: 0

Absent: 0

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

BELTON SCHOOL DISTRICT #124

*Vote
April 7th*

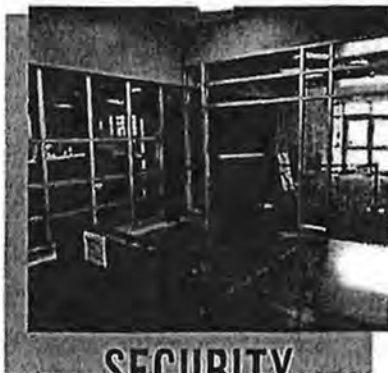


*Vote
April 7th*

SPECIAL BOND ELECTION QUESTION

NO TAX RATE INCREASE

Belton School District #124 is home to more than 4,400 students who engage in unique and transformative educational experiences each and every day. Part of our responsibility as a school district is to ensure these high quality opportunities continue in facilities and grounds that support, protect, and encourage their efforts. The Belton School District is asking voters to consider a \$25 million No Tax Levy Increase Bond Issue for the April 7, 2020 ballot.



SECURITY

As you may be aware, we have some aging buildings in the district. This plan calls for renovating entrances where needed to make certain all visitors enter through the offices. We believe a safe and secure environment for our students and staff is a priority, and this means changes are necessary.



SUSTAINABILITY

Mildwest weather -- especially winters -- means roofs and parking lots require a significant amount of attention and repair. After a while, though, replacements are the best step forward. The proposed bond would allow the district to replace several roofs and repair others that have had more recent upgrades.



STABILITY

The District will pay off leased funds (school finance term for borrowed funds) which completed high school construction, maintenance, & other roofing projects.



PAID FOR BY BELTON SCHOOL DISTRICT #124
DR. ANDREW UNDERWOOD, SUPERINTENDENT
110 W WALNUT BELTON, MO 64012

**INSPIRING
EMPOWERING
ENGAGING**

Types of Borrowing for Government

All options require the city to repay principal and interest and additional costs of issuance.

General Obligation (GO) Bonds are municipal bonds that are repaid with property taxes collected by the municipality through its debt service levy. Voters must give their approval before a municipality can issue GO debt and the total amount of GO debt issued cannot be more than 20% of the total assessed property value in the municipality. Additionally, 10% of the total assessed property value in the municipality can only be used for street and stormwater improvements in the City.

General Fund revenues should not subsidize the utility, which should be self-supporting through utility rates.

Examples of use are for street projects, stormwater projects, fire station, etc.

Revenue Bonds are municipal bonds that finance income-producing projects and are repaid by fees charged to customers. Voters must give their approval before a municipality can issue revenue bonds.

General Fund revenues should not subsidize the utility, which should be self-supporting through utility rates.

Examples of use are for water system projects & wastewater projects

Certificates of Participation (COPs) is an alternative to municipal bonds. It is a tax-exempt lease financing agreement that is sold to investors as securities resembling bonds. The certificates of participation can be used when the project can serve as collateral (for example a mortgage could be placed on all or part of the assets being financed) and the municipality has revenues that are able to pay the debt service without any future tax increase. Voter approval is not required.

General Fund revenues should not subsidize the utility, which should be self-supporting through utility rates.

Examples of use are projects that have sufficient collateralization such as the police station and city hall annex buildings, the aquatic center, the golf course, etc.

Special Obligation Bonds are bonds that finance income-producing projects and are repaid by fees charged to customers. Voter approval is not required.


General Fund revenues should not subsidize the utility, which should be self-supporting through utility rates.

Examples of use are for water and wastewater projects that do not have sufficient collateralization, such as waterlines.

FY2021 BUDGET

Water Infrastructure Rate Increase Only

Voting
on this



Pay-As-You-Go

Water Rates Additional Cost Per Month

		FY21	FY22	FY23	FY24	FY25	5 Year Total	25 Year Total
		10%	Tentative 8%	Tentative 8%	Tentative 3%	Tentative 2%	Tentative	
0 to 1500	gallons	1.38	1.21	1.31	0.53	0.36	4.79	20.24
2300	gallons	2.21	1.94	2.09	0.85	0.58	7.66	20.24
3000	gallons	2.93	2.57	2.78	1.13	0.77	10.17	20.24
3100	gallons	3.03	2.66	2.88	1.17	0.80	10.53	20.24
4000	gallons	3.95	3.48	3.76	1.52	1.04	13.75	20.24
4500	gallons	4.47	3.93	4.25	1.72	1.18	15.54	20.24
4800	gallons	4.78	4.20	4.54	1.84	1.26	16.62	20.24
5300	gallons	5.29	4.66	5.03	2.04	1.39	18.41	20.24
6000	gallons	6.01	5.29	5.72	2.32	1.58	20.92	20.24

Bonds

\$1.36 million in today's dollars needed annually for 20 years to replace cast iron & asbestos water line for pay-as you-go
Bonds add \$12.6 million to the cost (\$12.3 million for interest expense and \$300,000 for costs of issuance)

FY2021 Water & Sewer Rate Increase

Water Services & Sewer Services

	current	new	difference	% of increase
0 to 1500	\$ 43.74	\$ 46.94	\$ 3.20	7.32%
2300	63.36	68.97	5.61	8.85%
3000	80.53	88.25	7.72	9.59%
3100	82.98	91.00	8.02	9.66%
4000	105.06	115.79	10.73	10.21%
4500	117.32	129.56	12.24	10.43%
4800	124.68	137.82	13.14	10.54%
5300	136.94	151.59	14.65	10.70%
6000	\$ 154.11	\$ 170.87	\$ 16.76	10.88%

Minutes of the Belton City Council
Special Electronic Meeting
<https://youtu.be/FTB2tr58-6l>
March 19, 2020

Mayor Davis called the special electronic meeting to order at 6:12 p.m.

Mayor Davis lead the Pledge of Allegiance to the Flag.

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

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney (via videoconference); Shelby Bigby, Executive Assistant to the City Manager; and Donna Greener, Deputy City Clerk

ORDINANCES

Mayor Davis read Bill No. 2020-14: **An ordinance approving and ratifying certain actions taken by the Mayor of the City of Belton, Missouri pursuant to Chapter 2, Article V of the Code of Ordinances, of the City of Belton; amending Section 2-926 of the Code of Ordinances; and authorizing the Mayor and City Manager to take necessary actions.**

Presented by Councilmember Finn, seconded by Councilmember Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Trutzel seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Finn. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-14 was declared passed and in full force and effect as **Ordinance No. 2020-4561**, subject to Mayoral veto.

Mayor Davis read Bill No. 2020-15: **An ordinance amending Ordinance No. 2020-4558 to defer water and sewer rates effective date to June 1, 2020.**

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

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

Noes: 0

Absent: 0

Bill No. 2020-15 was declared passed and in full force and effect as **Ordinance No. 2020-4562**, subject to Mayoral veto.

Mayor Davis read Bill No. 2020-16: **An ordinance approving the Final Plat for Shady Lane Community building a Subdivision in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign¹³ the plat for recording with the Cass County Recorder's Office.**

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

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

Noes: 0

Absent: 0

Bill No. 2020-16 was declared passed and in full force and effect as **Ordinance No. 2020-4563**, subject to Mayoral veto.

Mayor Davis read Bill No. 2020-17: **An ordinance approving an amendment to the City's Zoning Map from C-2 (General Commercial) District to R-3 Planned Unit Development District, for approximately 6.3 acres of the parcel located on the Northeast Corner of Mullen Road and Sycamore Drive, Belton, Cass County, Missouri.**

Presented by Councilmember Trutzel, seconded by Councilmember Finn. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Finn seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Clark. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-17 was declared passed and in full force and effect as **Ordinance No. 2020-4564**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- High Blue Wellness Center is closed through the emergency order
- Easter Egg Hunt, previously scheduled for April 4th has been postponed. New date TBA.

MAYOR'S COMMUNICATIONS

James Person, Police Chief and Emergency Management Director, has been doing a great job keeping the Mayor and staff informed of what's going on related to Covid-19.

CITY MANAGER'S REPORT

March/April 2020 meeting

4/28 work session & regular meeting – 6:00 p.m.

Being no further business, Councilmember Clark moved to adjourn at 6:34 p.m. Councilmember Lathrop seconded. All voted in favor. Meeting adjourned.

SECTION IV

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 2, 2020

DIVISION: FIRE

COUNCIL: ☒ Regular Meeting ☐ Work Session ☐ Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" 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 current COVID-19 event has changed several operational “normals” at the Fire Department. The health and wellness and ability to maintain our workforce has forced us to increase our ability to clean and disinfect ambulances, equipment and the station. Much of this is done by hand and puts our employees into closer contact with potentially infectious materials.

The Fire Department recommends the purchase of AeroClave Room Decontamination System from AeroClave LLC. This unit will reduce direct contact with equipment and disperse a fine mist that sanitizes as it dries. This machine also qualifies through HGAC buy ref GSA# 47QSWA18D005A.

IMPACT/ANALYSIS:

Contractor	AeroClave LLC
Amount of Request/Contract	\$15,758.00
Amount Budgeted	\$0
Funding Source	4007001 COVID-19
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- AeroClave machine, attachments and disinfectant solution.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- AeroClave Quote #- 1491633000009648069 2020-0306

**AeroClave, LLC**

4007 Forsyth Road
Winter Park
Florida
United States 32792

Quote

Valid Till: 04/20/2020
Quote Number : 1491633000009648069

BILL TO:

16300 N. Mullen Rd.
Belton
Missouri
United States
64012

SHIP TO:

16300 N. Mullen Rd.
Belton
Missouri
United States
64012

Account Name: **Belton Fire Department (MO)**
Contact Name: **John Sapp**

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	RDS3110 AeroClave Room Decontamination System, Model 3110.	1	\$ 13,999.00	\$ 0.00	\$ 13,999.00
2.	APA25 AeroClave Portable Applicator, Hand Sprayer, 25'	1	\$ 1,249.00	\$ 0.00	\$ 1,249.00
3.	VOXU12 Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea.	2	\$ 140.00	\$ 0.00	\$ 280.00
4.	RDS3110 - shipping Shipping and Handling	1	\$ 175.00	\$ 0.00	\$ 175.00
5.	APA25 - shipping Shipping and Handling	1	\$ 15.00	\$ 0.00	\$ 15.00
6.	VOXU12 - shipping Shipping and Handling	2	\$ 20.00	\$ 0.00	\$ 40.00
					Sub Total \$ 15,758.00
					Tax \$ 0.00
					Adjustment \$ 0.00
					Grand Total \$ 15,758.00

Terms and Conditions

ALL PRICES ARE LISTED IN USD (\$)

The information contained in this quote is applicable for 30 days.

On-site training is available for \$2,000/day.

Vital-Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):

- 1-11 cases - \$140.00 per case + \$20.00 shipping per case
- 12-47 cases - \$132.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)
- 48 case pallet - \$120.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)

Hardware and Vital Oxide quantity discounts available.

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius, AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the owner.

Should you have any questions regarding this quote, please contact Michael Quinoy (mquinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC

SECTION IV

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 2, 2020

DIVISION: FIRE

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" 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 current laptops that are used to complete reports in the field are aging and need to be replaced. We completed a test run using the iPad Air 3 and found that they work well and are compatible with our current reporting software. The iPad equipment is also a fraction of the cost of replacing the current laptops.

The Fire Department recommends the purchase of five (5) iPad Air 3rd Gen tablets and one (1) iPad Pro from First Net who already holds our current mobile equipment and data services. In addition, the department is requesting the purchase of ten (10) mounting devices from Mobile Demand who was the only vendor with suitable equipment to accomplish our needs.

IMPACT/ANALYSIS:

Contractor	First Net and Mobile Demand
Amount of Request/Contract	\$4,124.79 First Net and \$2,150.46 Mobile Demand
Amount Budgeted	\$6,500
Funding Source	3600-010-4400-4957400 Project #FD2106
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	\$224.75

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the following purchase from First Net

5 - iPad Air 3rd Gen tablets

1- iPad Pro tablet

Approve the purchase of 10 mounting devices from Mobile Demand

LIST OF REFERENCE DOCUMENTS ATTACHED:

SECTION IV

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 2, 2020

DIVISION: Public Works/Water Services

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

ISSUE/RECOMMENDATION:

The FY2021 budget contains funds to replace the UV (Ultraviolet) disinfection bulbs, wiper seals, and O-rings in Channel 2 at the Wastewater Treatment Plant. The bulbs for disinfecting the plant's effluent are limited by hours of operation. The Trojan Company guarantees proper performance up to 12,000 hours. Channel 2 bulb banks have 13,000 hours and need to be replaced. This is also an opportune time to change the wiper seals and O-Rings since the bulbs and protective sleeves need to be removed to service the wipers.

The cost of the replacement is \$43,783.58. The Ray Lindsey Company is the sole source for the Trojan Company replacement parts and the region's authorized service center. Disinfection is required to be performed from April 1 to October 31 by the City's State-Issued Operating Permit.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Ray Lindsey Company
Amount of Request/Contract:	\$ 43,783.58
Amount Budgeted:	\$ 297,600.00
Funding Source:	660-0000-400-2020 Plant Maintenance
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ 254,141.42

STAFF RECOMMENDATION, ACTION, AND DATE:

Approval as a Consent Agenda Item to replace UV disinfection bulbs, wiper, seals, and O-Rings in Channel 2 at the Wastewater Treatment Plant purchasing needed parts and service including shipping from sole source Ray Lindsey Company in a not to exceed amount of \$43,783.58.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Quote from Ray Lindsey Company
Ray Lindsey Sole Source Letter for Trojan Products



17221 Bel Ray Place
Belton, MO 64012

Phone: 816-388-7440

Fax: 816-388-7434

Ray Lindsey Company

Quote

Date	3/12/2020
Quote No.	Q20152767

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

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

Cust. P.O.	Est. Ship Date	Rep	Ship Via	FOB	Project/Job
TBD	3/26/2020	EMJ	BEST WAY	FACTORY	

Qty	Item Description	Unit Cost (ea)	Extended Price
96	Trojan PN# 794447-ORD LAMP, GA64T6HE ANGLE BASE	388.00	37,248.00
10	Trojan PN# 316144P SLEEVE SEAL O-RINGS PKG OF 10	1.87	18.70
200	Trojan PN# 327021 WIPER SEAL	10.00	2,000.00
2	Trojan PN# 901507 ACTICLEAN CLEANER GEL CASE OF 4	206.67	413.34
2	Trojan PN# 005066 FOOD GRADE GREASE	14.27	28.54
3	Labor Service ONSITE LABOR / PER DAY	1,250.00	3,750.00
1	Trojan PN# APPROX FREIGHT	325.00	325.00

Total	\$43,783.58
--------------	--------------------

Ray Lindsey Company Terms and Conditions Apply

Signature _____

March 11, 2020

City of Belton
21200 Mullen Road
Belton, MO 64012

RE: Trojan System UV3000Plus2007™ Replacement Parts

To Whom it May Concern:

In the Engineered Submittal Package for the Trojan System UV3000Plus2007™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

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

In order to keep the equipment performance guarantee intact, specialized system components may be purchased from our manufacturer representative in your province.

In the state of Missouri, the exclusive manufacturer representative for parts and service is Ray Lindsey Company

Best regards,
Trojan Technologies Group ULC

Judy Georgijev
Account Manager

SECTION IV

E

R2020-10

A RESOLUTION APPROVING A MAINTENANCE AND SERVICE AGREEMENT WITH STRYKER CORPORATION TO PROVIDE MAINTENANCE AND SERVICE TO THE FIRE DEPARTMENT'S POWER LOAD SYSTEMS, POWER COTS, AND STAIR CHAIRS.

WHEREAS, the City Council duly adopted and enacted Ordinance No.2020-4561, which granted the Mayor and City Manager with certain contracting authority during the pendency of the State of Emergency declared by the President, Governor, Cass County Health Department, and Mayor; and

WHEREAS, the state of Missouri Department of Health and Senior Services requires any EMS agency within the state that uses power load systems, power cots, and stair chairs to have a maintenance and service agreement in place to assure safe operations; and

WHEREAS, the Fire Department owns and operates four power cots, power loads, and stair chairs; and

WHEREAS, the current contract with ProCare Services aka/Stryker for maintenance and service is expiring; and

WHEREAS, the Fire Department desires to continue using ProCare (Stryker) as the contracted vender for repairs and maintenance.

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

- Section 1.** The City Council hereby approves of the execution of the Maintenance and Service Agreement herein attached and incorporated as **Exhibit A** to this resolution and ratifies and authorizes the City Manager's execution of the same.
- Section 2.** That the City Manager is hereby authorized to sign the Agreement on behalf of the City of Belton, Missouri.
- Section 4.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.
- Section 5.** That this resolution shall be in full force and effect from and after the date of its passage and approval.

Duly read and passed this ____ day of _____, 2020.

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 ____ 2020, and adopted at a regular meeting of the City Council held the ____ day of ____, 2020 by the following vote, to-wit:

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

Andrea Cunningham, City Clerk

Services

stryker

Sales Rep Name: Todd Tibbetts
 Representative: Kevin Thomas

3000 E. Centre Ave
 Portage, MI 49801

Date: 12/19/2019
 ID #: 191219100245

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1094998
 Account Name: Bottom Line Dept
 Account Address: 1000 N. Middle Rd
 City/State/Zip: Holland, MI 48122

Name: Doug McGinnis
 Title:
 Phone:
 Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6506	Power Gels	EMS Prevent	4	3		213,797.20
2	6562	Star Chair	EMS Prevent 5/1	4	3		\$2,284.80
3	6596	Power-LOAB	EMS Prevent 5/1	4	3		100,912.90

PROGRAM INCLUDES:

EMS Prevent NB:

*Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service and parts as required
 *Replacement parts do not include mattresses, fruit & veg, and other disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes mattress placement
 *Includes product & equipment training
 *Replacement parts do not include mattresses, fruit & veg, and other disposable or expendable parts.

	ProCare Total	\$35,424.90
	Discount	10%
	FINAL TOTAL	\$31,882.41

Unless otherwise stated, all equipment is covered by warranty.

Start Date: 1/1/2020
 End Date: 3/31/2023

todd tibbetts

3/9/20

Sales Rep Signature

Date

Alfred Barton

3/24/2020

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check if Purchase Order is not required

COMMENTS:

Please refer signed Proposal and Purchase Order to respective divisions for review and approval.
 Information contained within this document is confidential and proprietary to Stryker and its subsidiaries.
 Not to be used for 30 days.

Alt
 **Quote

SECTION IV

F

R2020-11

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY SANITARY SEWER REPAIR LOCATED AT 407 CORRAL DRIVE AND RATIFYING TASK AGREEMENT NO. 2020-02 IN THE AMOUNT OF \$26,518.81.

WHEREAS, on March 1, 2020, the City of Belton was notified by several residents of Corral Drive of a sanitary sewer backup. Based upon Staff inspections, it was determined that the backup was due to large roots, pipe deterioration, and pipe collapsing of the concrete sanitary sewer main; and

WHEREAS, the City Manager, in conference with the Public Works Director and Water Services Manager, 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 per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services. Breit Construction, LLC removed 23' of damaged 8" concrete sanitary sewer pipe and replaced it with sdr 26 PVC pipe. The scope of work also included connecting 8" sewer main to existing manhole, replacing 12' of curb, replacing one driveway, mill/overlay asphalt areas, traffic control, and finishing yard grading and restoration. The scope of work for the 407 Corral Drive sanitary sewer repair was completed at a total cost \$26,518.81; and

WHEREAS, the City Council believes that Task Agreement 2020-02 with Breit Construction, LLC accurately reflects the sanitary sewer repair performed at 407 Corral Drive on an emergency basis in the amount of \$26,518.81.

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

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

SECTION 2. That Task Agreement No. 2020-02, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$26,518.81 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 _____, 2020.

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 ____, 2020, and adopted at a regular meeting of the City Council held the ____ day of ____, 2020 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: April 2, 2020

DIVISION: Public Works/Water Services

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input checked="" 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 1, 2020, the City of Belton was notified by several residents of Corral Drive of a sanitary sewer backup. Based upon Staff inspections, it was determined that the backup was due to large roots, pipe deterioration, and pipe collapsing of the concrete sanitary sewer main. The City Manager, in conference with the Public Works Director and Water Services Manager, 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 Service Agreement Resolution 2019-32, Breit construction, LLC was contacted for emergency repair services.

Breit Construction, LLC removed 23' of damaged 8" concrete sanitary sewer pipe and replaced it with sdr 26 PVC pipe. The scope of work also included connecting 8" sewer main to existing manhole, replacing 12' of curb, replacing one driveway, mill/overlay asphalt areas, traffic control, and finishing yard grading and restoration. The scope of work for the sanitary sewer repair was completed at a total cost of \$26,518.81.

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	26,518.81
Amount Budgeted:	\$	220,000.00
Funding Source:	Sewer Line Maintenance	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	193,481.19

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located at 407 Corral Drive and ratifying Task Agreement No. 2020-02 in the amount of \$26,518.81.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2020-02 and Scope of Work

City of Belton – Public Works Task Agreement

Contract: R2019-32 4/9/19

Ordinance or Resolution:

Task Agreement No: 2020-02

Funding Amount: \$ 26,518.81

Purchase Order No:

Project Title: 407 Corral Dr. Sanitary Sewer Repairs

Contractor/Consultant (including subs):
Brell Construction, LLC

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

Project Management Manual reviewed:

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

PROJECT Scope (can be in the form of an attachment):
Quote for emergency repair of sanitary sewer repair at 407 Corral Dr.

Check boxes below that apply:

Enrollment in E-Verify

☐

Prevailing Wage

☒

Certificate of Good Standing

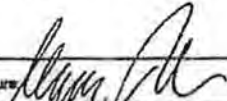
☐

Staff Signatures

Director of Public Works:
Greg Rokos

City Manager:
Alexa Barton

Signature


Date: 3/31/2020

Signature

Date

Partner Signatures

Project Manager:

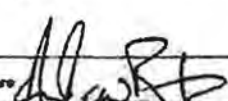
Company Principal (if different):
Andy Breitt

Signature

Date

Signature

Date


Date: 3/17/2020

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 Water, Wastewater and Storm Water Services Agreement. Approved 04/09/19, R2019-32.

Attach scope of work, budget, and other supporting material



PO Box 551 Raymore, MO 64083

407 Corral Dr Emergency Sanitary Repair – Invoice #11200 Itemization
To: City of Belton, MO
Attn: Don Tyler

407 Corral Dr Emergency Sanitary Sewer Repair – Scope of Work

3/5/2020-3/13/2020: Labor, materials, equipment, & supervision for removal and replacement of approx. 23 lf of damaged 8" concrete sanitary sewer pipe with new 8" sdr26 sewer pipe, tie-in to existing manhole, grout around pipe at manhole, working around existing gas main, exploratory excavation, camera existing line to determine end of repairs, traffic control, remove and replace 12 lf of high back curb, remove and replace driveway approach at 407 Corral Dr, spot asphalt patching, yard grading and restoration, and related appurtenances.

Sanitary Sewer

Labor:

Supervisor (Regular Time) – 18.5 hrs @ \$120/hr	<u>Sub-Total: \$2,220</u>
Supervisor (Overtime) – 4 hrs @ \$170/hr	<u>Sub-Total: \$680</u>
Foreman (Regular Time) – 22.5 hrs @ \$110/hr	<u>Sub-Total: \$2,475</u>
Foreman (Overtime) – 10.5 hrs @ \$150/hr	<u>Sub-Total: \$1,575</u>
Operator (Regular Time) – 38 hrs @ \$95/hr	<u>Sub-Total: \$3,610</u>
Operator (Overtime) – 5 hrs @ \$130/hr	<u>Sub-Total: \$650</u>
Laborer (Regular Time) – 19 hrs @ \$85/hr	<u>Sub-Total: \$1,615</u>
Laborer (Overtime) – 10.5 hrs @ \$120/hr	<u>Sub-Total: \$1,260</u>
Labor Sub-Total:	\$14,085

Materials:

Pipe Materials – 28 lf: 8" sdr26 sewer pipe @ \$5.42/ft	<u>Sub-Total: \$151.76</u>
Pipe Materials – 2 ea: 8" hardshell fernco coupling @ \$56.04/ea	<u>Sub-Total: \$112.08</u>
Aggregate: ½" clean rock – 16.7 tons @ \$18.40/ton (mat'l + haul)	<u>Sub-Total: \$307.28</u>
Aggregate: AB3 – 29.74 tons @ \$13.80/ton (mat'l + haul)	<u>Sub-Total: \$410.41</u>
KCMMB 4K Concrete – 5 yds @ \$146.05/yd	<u>Sub-Total: \$730.25</u>
Concrete Cure – 1 ea @ \$113.62/ea	<u>Sub-Total: \$113.62</u>
Expansion Joint – 30 lf @ \$1.15/lf	<u>Sub-Total: \$34.50</u>
Redline Speedcrete – 2 ea @ \$25.47/ea	<u>Sub-Total: \$50.94</u>
Blacktop Patch – 5 ea @ \$17.24/ea	<u>Sub-Total: \$86.20</u>
Concrete Form Lumber/Materials – 1 ea @ lump sum	<u>Sub-Total: \$65.16</u>
Black Dirt Import – 10 cy @ \$11.50/cy	<u>Sub-Total: \$115</u>
Seed/Straw Blanket – 1 ea @ lump sum	<u>Sub-Total: \$82</u>
Fuel surcharge – Takeuchi 290: 5 days @ \$96/day	<u>Sub-Total: \$480</u>
Fuel surcharge – Takeuchi TL 10: 5 days @ \$72/day	<u>Sub-Total: \$360</u>
Fuel surcharge – Tool truck: 5 days @ \$30/day	<u>Sub-Total: \$150</u>
Fuel surcharge – Dump truck: 4 days @ \$60/day	<u>Sub-Total: \$240</u>
Materials Sub-Total:	\$3,489.20

Equipment:

Takeuchi 290 Excavator – 5 days @ \$550.65/day	<u>Sub-Total: \$2,753.25</u>
Takeuchi TL 10 Skid Loader – 5 days @ \$285/day	<u>Sub-Total: \$1,425</u>
Trench shoring & accessories – 3 days @ \$175.02/day	<u>Sub-Total: \$525.06</u>
Dump truck – 4 days @ \$245/day	<u>Sub-Total: \$980</u>
Tool trucks/tools – 5 days @ \$80/day	<u>Sub-Total: \$400</u>
Equipment Sub-Total:	\$6,083.31

Miscellaneous:

Traffic Control – 1 ea @ lump sum
290 Excavator freight – 2 ea @ \$253/ea
Trench shoring freight – 2 ea @ \$138/ea

Sub-Total: \$816.50

Sub-Total: \$506

Sub-Total: \$276

Miscellaneous Sub-Total: \$1,598.50

Sanitary Sewer Sub-Total \$25,256.01

Insurance/Bonding @ 5% of Sub-Total – \$1,262.80

Sanitary Sewer Total \$26,518.81

Contact:

Andy Breit – General Manager
andy.breit@breitconstructionllc.com
Office: (816) 348-9461
Cell: (913) 485-8008
Fax: (816) 322-1241

- All rates per 2019 Rate Sheet provided to the City of Belton for the 2019 Belton Emergency Services contract. -

Thanks for your business, Breit Construction LLC is a union company.

SECTION IV

G

R2020-12

A RESOLUTION APPROVING THE EXTENSION OF THE AGREEMENT FOR THE CITY OF BELTON WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2020 STREET RESTORATION PROJECT FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF ONE (1) ADDITIONAL ONE (1) YEAR RENEWAL THE IN THE AMOUNT OF \$5,052,991.25.

WHEREAS, the citizens of Belton, Missouri approved a \$13.5 million dollar street bond in April 2019 to improve and maintain City streets. Staff developed a list of streets for street preservation to be completed with the bond funds over a three-to-four-year period that is prioritized based on pavement condition information developed by StanTec Consulting Services, Inc. (Resolution R2019-08); and

WHEREAS, in June 2019, the City Council of approved an Agreement for the City of Belton with Superior Bowen Asphalt Company, LLC (R2019-55) for street preservation with the option for two one-year extensions. Staff contacted Superior Bowen and received concurrence that they would like to renew this Agreement to complete the 2020 Street Reconstruction Project;

WHEREAS, the City Council believes to ensure that all road repairs for the City of Belton's 2020 Street Reconstruction Project are completed for the best price currently available that the Agreement with Superior Bowen Asphalt Company, LLC be extended for a term of one (1) year with the option of one (1) additional one (1) year renewal in the amount of \$5,052,991.25 and that this is beneficial to the citizens of Belton.

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

SECTION 1. That the extension of the Agreement for the City of Belton with Superior Bowen Asphalt Company LLC for the 2020 Street Restoration Project for a term of one (1) year with the option of one (1) additional one (1) year renewal in the amount of \$5,052,991.25, herein attached and incorporated as **Exhibit A**, is hereby approved.

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

Duly read and passed this ____ day of _____, 2020.

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 Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2020; and adopted at a regular meeting of the City Council held on the ____ day of _____, 2020 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: April 2, 2020

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

In 2019, the citizens of Belton, Missouri approved a \$13.5 million-dollar street bond in April 2019 to improve and maintain City streets. Staff developed a list of streets for street preservation to be completed with the bond funds over a three-to-four-year period that is prioritized based on pavement condition information developed by StanTec Consulting Services, Inc. (Resolution R2019-08).

In 2019, Council approved Resolution R2019-55 that approved an Agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2020 with the option for two one-year extensions. Staff contacted Superior Bowen and received concurrence that they would like to renew this Agreement to complete the 2020 Street Reconstruction Project. Staff recommends extending this Cooperative Agreement as the first of the two extensions for the 2020 Street Reconstruction Project.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Superior Bowen Asphalt Company, LLC
Amount of Request/Contract:	\$ 5,052,991.25
Amount Budgeted:	\$ \$13.5 million (minus bond issuance fees to be determined)
Funding Source:	Street Bond Funds
Additional Funds:	\$ N/A
Funding Source:	N/A
Encumbered:	\$ N/A
Funds Remaining:	\$ \$5,036,319.90

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri, approving the extension of the Agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2020 Street Restoration Project for a term of one (1) year with the option of one (1) additional one (1) year renewal in the amount of \$5,052,991.25.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Exhibit A - Cooperative Agreement with Superior Bowen



AGREEMENT

Contract Number 19-003/225-0000-495-7300 - FY2021 Extension

Project Title 2020 Street Preservation Project

THIS AGREEMENT is made and entered into on this date _____
between Superior Bowen Asphalt Company, LLC,
(CONTRACTOR) as principal, and BELTON, MISSOURI, a Charter City in the State of Missouri,
(OWNER).

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

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

Sec. 2. The Contract Documents shall consist of the following component parts.

2019 Street Preservation Project

Certification Page

Table of Contents

List of Drawings

Bidding Requirements

Bidder's Affidavit

Invitation to Bid

Instructions to Bidders

Quality Assurance Plan Specification

Bid Form and Unit Prices

Bid Bond

Contracting Requirements

Agreement

Performance and Maintenance Bond

Payment Bond

Insurance Certificate

Affidavit of Enrollment in Federal Work Authorization Program and E-Verify

Certificate of Owner's Attorney

General Contract Conditions

Supplementary Conditions

Missouri Prevailing Wage Info and Forms

Annual Wage Order No. 23

Missouri Revised Statutes and Code of State Regulations

Missouri Project Exemption Certificate

Request for Interpretation
Change Order

**Notice to Proceed
Notice of Award**

Technical Specifications

Technical Specifications

Appendix

All documents contained in the 2017 Street Preservation Project/Overlay bid documents, excluding the portion identified as AGREEMENT and any other documents that may be in conflict with other, above-referenced Contract Documents.

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price) **Five million, fifty-two thousand, nine hundred, ninety-one dollars, and twenty-five cents (\$ 5,052,991.25).**

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

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

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

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

Sec. 8. CONTRACTOR, and as necessary and appropriate its Surety, guarantees to: 1) well and truly perform the covenants contained in the Contract Documents, and 2) pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein. If the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then CONTRACTOR'S Surety will pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in Surety's Payment Bond, which is attached and incorporated herein by reference. This provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this AGREEMENT, to sue and recover from Surety the amount due or unpaid to them by CONTRACTOR. CONTRACTOR, and as necessary and appropriate its Surety, shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

Sec. 9. CONTRACTOR, and as necessary and appropriate its Surety, agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect Surety's obligations on its Bonds. Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify Surety of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until CONTRACTOR'S Surety provides written approval to OWNER and CONTRACTOR.

Sec. 10. The OWNER and CONTRACTOR hereto agree that this AGREEMENT in all things shall be governed by the laws of the State of Missouri.

Sec. 11. The CONTRACTOR, and their subcontractor(s) if any, agrees to comply with all applicable federal and state laws and regulations, non-discrimination employment requirements, labor requirements, occupational safety requirements, and local ordinances.

Sec. 12. All of the provisions of this AGREEMENT shall be severable. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. The CONTRACTOR expressly warrants that they have employed no third person or party to solicit or obtain this AGREEMENT on their behalf. Breach of this warranty shall constitute adequate cause for the annulment of this AGREEMENT by the OWNER.

Sec. 14. This AGREEMENT shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Sec. 15. The term of this AGREEMENT shall be for one (1) year, but the OWNER may, in its absolute discretion, extend this AGREEMENT for two (2) additional one (1) year terms.

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

CONTRACTOR

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

Superior Bowen Asphalt Company, LLC

2501 Manchester Trafficway

Kansas City, Missouri 64129

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

By: 

Printed Name: Matthew Bowen
Title: Vice President

Attested By: 
Printed Name: MICHAEL J. MORRISON
Title: P. M.

(Attach corporate seal if applicable)

BELTON, MISSOURI

Address and facsimile number of City department
Public Works Department
City Hall Annex
520 Main Street
Belton, Missouri 64012
Fax: (816) 322-6973

By: _____
Printed Name: Jeff Davis
Title: Mayor

Attested By: _____
Printed Name: Andrea Cunningham
Title: City Clerk

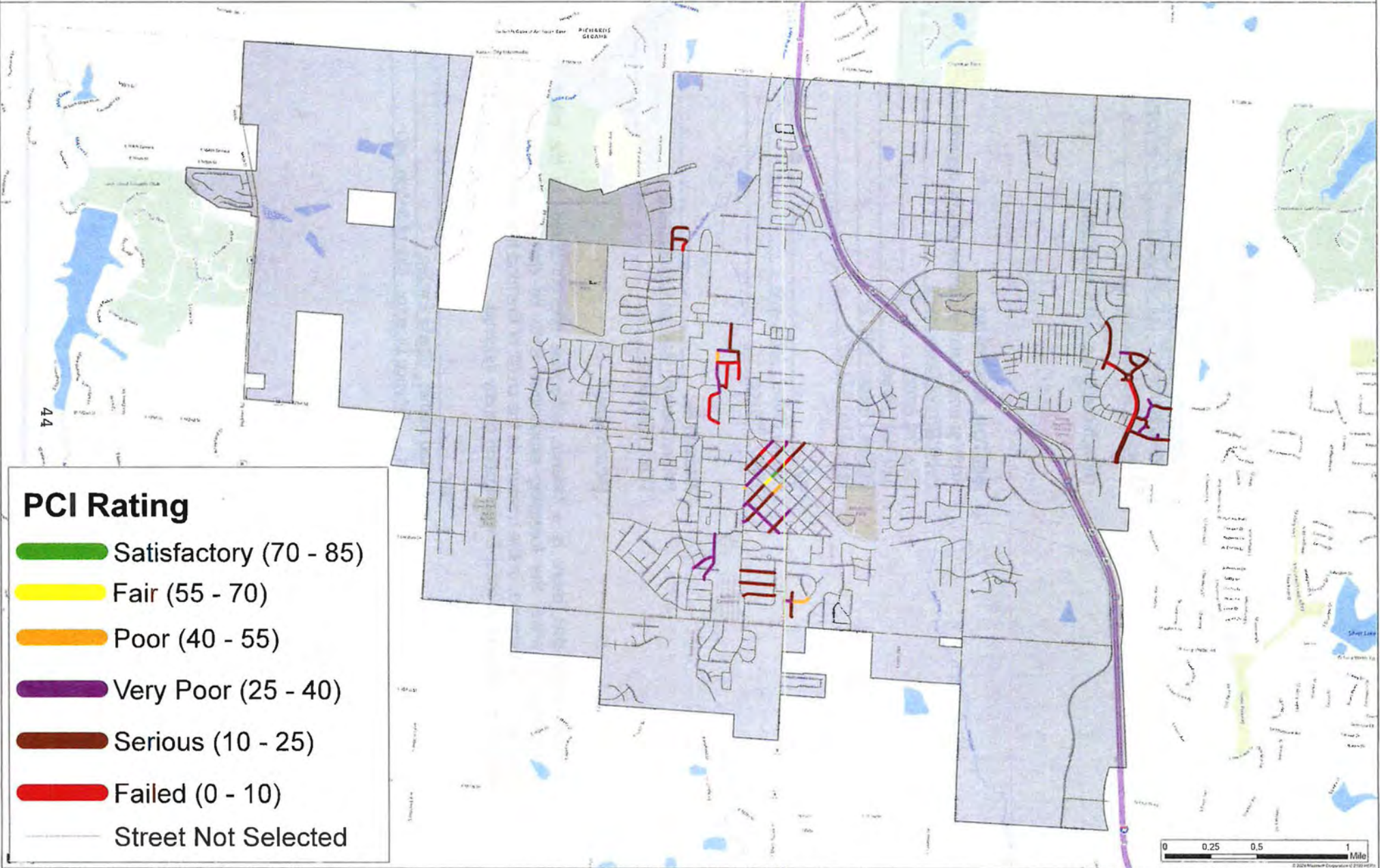
(Attach Seal)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

By: _____
Printed Name: Sheila Erzen
Title: Finance Director, City of Belton, MO



Preliminary Year 2 Streets



Based on Pavement Condition Index (PCI) Rate ONLY starting with lowest PCI

PCI	PCI Rating	Street Name	Limits	Asphalt (LF)	Asphalt Area (SY)	Curbs
7.1	Failed	E WALNUT ST	COMMERCIAL ST-B ST	350	856	No
7.4	Failed	MARKEY DR	W MARKEY RD-MARKEY TER	281	749	Yes
7.7	Failed	REDBUD LN	HAWTHORNE DR-HAWTHORNE DR	1217	3245	Yes
7.9	Failed	BERRY AVE	CARNEGIE ST-AIRWAY LN	730	1947	Yes
8.1	Failed	HAWTHORNE CT	AIRWAY LN-END OF ROAD	483	1288	Yes
8.4	Failed	AIRWAY LN	BERRY AVE-HAWTHORNE CT	316	843	Yes
8.7	Failed	BEL-RAY BLVD	BEL-RAY BLVD-SPRING VALLEY RD	1076	2272	Yes
8.7	Failed	AIRWAY LN	HAWTHORNE DR-BERRY AVE	300	800	Yes
8.8	Failed	BEL-RAY BLVD	SPRING VALLEY RD-E 170TH ST	432	912	Yes
8.9	Failed	CHERRY ST	LOOP RD-COMMERCIAL ST	228	557	No
9.3	Failed	BEL-RAY DR	MCKINLEY CT-SPRING VALLEY RD	347	1195	Yes
9.3	Failed	CHESTNUT ST	LOOP RD-COMMERCIAL ST	258	631	No
10	Serious	BERKY AVE	HAWTHORNE CT-KING AVE	778	1902	Yes
10.2	Serious	BEL-RAY BLVD	BEL-RAY DR-BEL-RAY CT	104	277	Yes
10.4	Serious	BEL-RAY BLVD	E 170TH ST-E 171ST ST	998	2107	Yes
11.2	Serious	BEL-RAY BLVD	BEL-RAY BLVD-MIDDLETON AVE	164	437	Yes
11.6	Serious	HARDEE ST	E 166TH ST-MIDDLETON AVE	504	1344	Yes
12.2	Serious	BARRY CT	BARRY LN-END OF ROAD	85	227	Yes
13.1	Serious	E 166TH ST	HARDEE ST-MIDDLETON AVE	518	1381	Yes
13.3	Serious	BEL-RAY BLVD	MIDDLETON AVE-BEL-RAY DR	116	309	Yes
13.6	Serious	BEL-RAY BLVD	E 170TH ST-SPRING VALLEY RD	430	908	Yes
13.6	Serious	YORK DR	BERKSHIRE DR-END OF ROAD	458	1221	Yes
14	Serious	BEL-RAY DR	SPRING VALLEY RD-BEL-RAY BLVD	377	1299	Yes
14.3	Serious	YORK DR	BERKSHIRE DR-END OF ROAD	254	677	Yes
14.6	Serious	BEL-RAY BLVD	E 171ST ST-E 170TH ST	982	2073	Yes
14.7	Serious	CHESTNUT ST	MAIN ST-LOOP RD	169	451	Yes
15	Serious	BEL-RAY BLVD	BEL-RAY CT-BEL-RAY BLVD	102	272	Yes
15.1	Serious	MELODY LN	S SCOTT AVE-MULBERRY ST	973	2595	Yes
15.2	Serious	MCKINLEY CT	BEL-RAY DR-END OF ROAD	196	523	Yes
15.2	Serious	BRIAN AVE	S SCOTT AVE-MULBERRY ST	909	2424	Yes
15.2	Serious	E WALNUT ST	4TH ST-3RD ST	354	944	No
15.7	Serious	E WALNUT ST	B ST-C ST	353	863	No
15.8	Serious	BEL-RAY CT	BEL-RAY BLVD-END OF ROAD	125	333	Yes
16.4	Serious	GEORGIA LN	S SCOTT AVE-MULBERRY ST	973	2595	Yes
16.7	Serious	CHERRY ST	2ND ST-MAIN ST	377	2220	Yes
17	Serious	E 170TH ST	BEL-RAY BLVD-BARRY LN	291	776	Yes
17	Serious	CHESTNUT ST	COMMERCIAL ST-B ST	348	851	No
17.2	Serious	HAWTHORNE CT	BERRY AVE-AIRWAY LN	549	1464	Yes
17.6	Serious	BEL-RAY BLVD	SPRING VALLEY RD-BEL-RAY BLVD	1114	2352	Yes
18.3	Serious	SPRING VALLEY RD	BEL-RAY BLVD-BARRY LN	300	800	Yes
18.7	Serious	HACKBERRY ST	E SOUTH AVE-4TH ST	184	450	No
18.8	Serious	MCKINLEY ST	BEL-RAY DR-GREENWALD DR	1183	3155	Yes
19	Serious	ELLA ST	4TH ST-3RD ST	351	858	No
19.3	Serious	BARRY LN	BARRY CT-SPRING VALLEY RD	215	573	Yes
19.4	Serious	MARKEY PL	MARKEY TER-MARKEY DR	696	1856	Yes
19.9	Serious	ELLA ST	3RD ST-2ND ST	349	853	No
20.3	Serious	SPRING VALLEY RD	SPRING VALLEY CT-KENTUCKY RD	556	1483	Yes
20.4	Serious	BEL-RAY BLVD	BEL-RAY BLVD-BEL-RAY BLVD	45	95	Yes
20.5	Serious	E 170TH ST	E 170TH CT-KENTUCKY RD	319	851	Yes
20.8	Serious	MIDDLETON AVE	BEL-RAY BLVD-HARDEE ST	327	872	Yes
20.8	Serious	HACKBERRY ST	4TH ST-3RD ST	346	846	No
21.2	Serious	E WALNUT ST	LOOP RD-COMMERCIAL ST	250	611	Yes
21.5	Serious	MARKEY TER	MARKEY PL-MARKEY DR	441	1176	Yes
21.9	Serious	ELLA ST	5TH ST-4TH ST	344	841	No
22.2	Serious	MARKEY PL	W MARKEY RD-MARKEY TER	306	816	Yes
22.8	Serious	E WALNUT ST	C ST-E NORTH AVE	206	504	No
22.9	Serious	SUNSET LN	HAWTHORNE DR-BERRY AVE	222	592	Yes
23.6	Serious	CHERRY ST	MAIN ST-LOOP RD	201	536	Yes
24.1	Serious	E 170TH ST	BARRY LN-E 170TH CT	574	1531	Yes
24.1	Serious	MIDDLETON AVE	HARDEE ST-E 166TH ST	362	965	Yes
24.7	Serious	E WALNUT ST	3RD ST-2ND ST	348	928	No
24.8	Serious	SPRING VALLEY RD	BEL-RAY BLVD-BEL-RAY BLVD	44	259	Yes
25.4	Very Poor	ELLA ST	S SCOTT AVE-5TH ST	145	387	Yes
25.7	Very Poor	E 170TH CT	E 170TH ST-END OF ROAD	135	360	Yes

25.8	Very Poor	E 166TH ST	SPRING VALLEY RD-HARDEE ST	289	771	Yes
25.9	Very Poor	4TH ST	E WALNUT ST-ELLA ST	352	860	No
25.9	Very Poor	CHERRY ST	COMMERCIAL ST-E NORTH AVE	320	996	No
27	Very Poor	4TH ST	HACKBERRY ST-E SOUTH AVE	219	535	No
27.4	Very Poor	BARRY LN	E 170TH ST-BARRY CT	332	885	Yes
27.7	Very Poor	SPRING VALLEY RD	BARRY LN-SPRING VALLEY CT	421	1123	Yes
28	Very Poor	4TH ST	HERSCHEL ST-HACKBERRY ST	349	853	No
28.7	Very Poor	HACKBERRY ST	3RD ST-2ND ST	346	846	No
29.7	Very Poor	COLBERN ST	BROOKVIEW DR-PACIFIC DR	415	1107	Yes
30	Very Poor	CHESTNUT ST	B ST-E NORTH AVE	242	592	No
30.4	Very Poor	HAWTHORNE CT	HAWTHORNE DR-BERRY AVE	341	909	Yes
30.5	Very Poor	COLBERN ST	BROOKSIDE DR-WESTSIDE DR	340	907	Yes
30.5	Very Poor	CHESTNUT ST	3RD ST-2ND ST	342	912	No
30.7	Very Poor	4TH ST	ELLA ST-HERSCHEL ST	348	851	No
30.9	Very Poor	BROOKVIEW DR	LACY LN-BALDWIN ST	418	1115	Yes
31.5	Very Poor	CHESTNUT ST	2ND ST-MAIN ST	352	1173	Yes
32.5	Very Poor	E WALNUT ST	S SCOTT AVE-4TH ST	134	357	Yes
32.8	Very Poor	COLBERN ST	PACIFIC DR-W SUNRISE DR	250	667	Yes
33.5	Very Poor	HAWTHORNE DR	SUNSET LN-AIRWAY LN	683	1821	Yes
34.6	Very Poor	SPRING VALLEY CT	SPRING VALLEY RD-END OF ROAD	215	573	Yes
35.9	Very Poor	HAWTHORNE DR	REDBUD LN-SUNSET LN	202	539	Yes
36.5	Very Poor	BROOKVIEW DR	BALDWIN ST-COLBERN ST	279	744	Yes
38.6	Very Poor	BERKSHIRE DR	S CEDAR ST-YORK DR	202	539	Yes
39	Very Poor	COLBERN ST	WESTSIDE DR-BROOKVIEW DR	395	1053	Yes
40.2	Poor	ELLA ST	2ND ST-MAIN ST	348	928	Yes
43.6	Poor	BERKSHIRE DR	YORK DR-PEBBLE ST	546	1456	Yes
46.6	Poor	HAWTHORNE DR	AIRWAY LN-HAWTHORNE CT	347	925	Yes
50.4	Poor	E 170TH ST	BEL-RAY BLVD-BEL-RAY BLVD	48	320	Yes
54.6	Poor	CHESTNUT ST	S SCOTT AVE-3RD ST	90	220	Yes
60.2	Fair	E WALNUT ST	2ND ST-MAIN ST	348	1624	Yes
81.3	Satisfactory	E WALNUT ST	MAIN ST-LOOP RD	173	807	Yes
				36754	97323	

Project Name: 2020 Asphalt Street Overlay Program
 Owner: City of Belton, Missouri
 Contract No. Task Agreement One
 Contractor: Superior Bowen Asphalt Co., LLC

Schedule of Values

Application # One
 For work completed through _____
 Date: 3/19/2020

SCHEDULE OF VALUES					Previously Completed		Items for Payment This Period		Amount Completed To Date
Item	Unit	Qty.	Unit Price	Total Amount	Quantity	Amount	Quantity	Amount	
1. 6" Asphalt Removal and 4" Replace with (APWA Type 1-01)	SY	95,000	\$25.00	\$ 2,375,000.00	0	\$ -		\$ -	\$ -
2. 2" Asphalt Surface (Type 3-01)	SY	95,000	\$9.60	\$ 902,500.00	0	\$ -		\$ -	\$ -
3. Asphalt Base Repair	SY	10,000	\$45.00	\$ 450,000.00	0	\$ -		\$ -	\$ -
4. Concrete Curb Repair (0 - 15 LF)	LF	1,155	\$89.50	\$ 103,372.50	0	\$ -		\$ -	\$ -
5. Concrete Curb Repair (> 15 LF)	LF	11,575	\$43.25	\$ 500,618.75				\$ -	\$ -
6. Concrete ADA Ramps	EA	54	\$2,250.00	\$ 121,500.00	0	\$ -		\$ -	\$ -
7. Contingency	LS	1	\$600,000.00	\$ 600,000.00	0	\$ -		\$ -	\$ -
						\$ -		\$ -	
Original Contract Amount				\$ 5,052,991.25			Amount This Period		\$ -
Change Order Number							Amount Previously Completed		\$ -
Current Contract Amount				\$ 5,052,991.25			Amount Completed to Date		\$ -
								Materials On Hand	\$ -
								Subtotal	\$ -
								Retainage	\$ -
								Net Amount This Estimate	\$ -
								Previous Payments to Contractor	\$ -
								AMOUNT PAYABLE =	\$ -

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brush Creek Partners 520 Pennway, Suite LL Kansas City, MO 64108		CONTACT NAME: PHONE (A/C, No, Ext): (816) 523-2323 FAX (A/C, No): (913) 800-8249 E-MAIL ADDRESS: info@brushkc.com	
INSURED Superior Bowen Asphalt Company, LLC 520 W Pennway St. Suite 300 Kansas City, MO 64108		INSURER(S) AFFORDING COVERAGE	
		INSURER A : American Contractors Insurance Company RRG	
		INSURER B : AXA XL Professional Insurance	
		INSURER C : ACIG Insurance Company	
		INSURER D : Steadfast Insurance Company	
		INSURER E : Travelers Property Casualty Company Of America	
		INSURER F :	
		NAIC #	
			12300
			37885
			19984
			26387
			25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				GL18A00048*	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 10,000,000
		<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/>	SIR or Deductible <=							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/>	\$25,000							PERSONAL & ADV INJURY	\$ 10,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 10,000,000
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG	\$ 10,000,000
	<input type="checkbox"/>	OTHER:							STOP GAP	\$ 10,000,000
A	AUTOMOBILE LIABILITY					AL18000015	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
										\$
B	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR			US00084656LI19A	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 25,000,000
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WCA000012019	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Pollution					EOC3999305-12	6/1/2019	6/1/2020	Ea Claim/Aggregate*	10,000,000
E	Leased/Rented Equip					6305K196395	12/1/2019	12/1/2020	Any One Item	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Policy #GL17B00048/GL17C00048 GL XS

Professional/Pollution Aggregate* Limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses

RE: 2020 Street Preservation Program

City of Belton, Missouri is included as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

<p>CERTIFICATE HOLDER</p> <p>City of Belton, Missouri 506 Main Street Belton, MO 64012</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Travis S. [Signature]</i></p>

SECTION IV

H

R2020-13

A RESOLUTION APPROVING A THREE (3) YEAR LEASE AGREEMENT WITH DEERE CREDIT, INC., JOHNSTON, IOWA, TO LEASE A JOHN DEERE 320G SKID STEER LOADER BASE FOR USE IN AND AROUND THE BELTON PARKS SYSTEM.

WHEREAS, the City Council duly adopted and enacted Ordinance No. 2020-4561, which granted the Mayor and City Manager with certain contracting authority during the pendency of the State of Emergency declared by the President, Governor, Cass County Health Department, and Mayor; and

WHEREAS, the Parks and Recreation Department had previously leased a bobcat loader from Berry Companies, Inc., DBA: KC Bobcat of Olathe, Kansas, and the lease is expired; and

WHEREAS, the Parks and Recreation Department has used Deere Credit, Inc. in the past and would like to utilize them for the lease of a skid steer loader base; and

WHEREAS, this lease is for three (3) years after which there is an option to purchase the equipment; and

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

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

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

- Section 1.** That the City Council hereby approves the Rental Agreement with Deere Credit, Inc., Johnston, Iowa, herein attached and incorporated as **Exhibit "A"**, and ratifies and authorizes the Mayor to execute the Agreement on behalf of the City Council.
- Section 2.** That the John Deere skid steer loader base will be placed on the City's insurance policy with costs allocated to the Parks Department, herein attached and incorporated as **Exhibit "B."**
- Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.
- Section 4.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this ____ day of ____

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2020; and adopted at a regular meeting of the City Council held on the ____ day of ____, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



**JOHN DEERE
FINANCIAL**

Master Lease Agreement

Agreement No. 0109055

Lessee:	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD., BELTON, MO 64012
Lessor:	DEERE CREDIT, INC. 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination, without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating

Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

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ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iii) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute

one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

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ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

18. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE

**CITY OF BELTON, MISSOURI - BELTON
PARKS AND RECREATION
16400 N MULLEN RD
BELTON, MO 64012**

By:



JEFF DAVIS, MAYOR

Date



LESSOR

**DEERE CREDIT, INC.
6400 NW 88th ST, PO BOX 6600
JOHNSTON, IA 50131-6600**

By:

Date:



JOHN DEERE FINANCIAL

AMENDMENT TO MASTER LEASE AGREEMENT

This Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0109055 dated as of the 10th day of March 2020 (the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **City of Belton, Missouri - Belton Parks and Recreation** ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Master Agreement to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. Section 13 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"13. Indemnity. You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted by law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term."

3. Section 15 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"15. Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MISSOURI, except for its conflict of laws provisions. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL."

Except as expressly amended by this Amendment, the terms and conditions of the Master Agreement shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri.

AMENDMENT TO MASTER LEASE AGREEMENT
City of Belton, Missouri - Belton Parks and Recreation

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ____ day of March, 2020.

DEERE CREDIT, INC.

CITY OF BELTON, MISSOURI
BELTON PARKS AND RECREATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	001-0109055-000
Master Lease Agreement No.	0109055

Lessee: (Name & Address)	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREA 16400 N MULLEN RD., BELTON, MO 64012
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
03/10/2020	03/10/2023	36	\$492.44	\$0.00	\$492.44	\$29,909.71

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$492.44
10	03/10/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$492.44
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hour Limit. If the Lease is terminated, cancelled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

[illegible]



JOHN DEERE
FINANCIAL

Equipment Return Provisions

Lease Schedule No.	001-0109055-000
Master Lease Agreement No.	0109055

Lessee: (Name & Address)	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD., BELTON, MO 64012
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREA, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.



- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.



Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD BELTON, MO 64012 By:  JEFF DAVIS, MAYOR Date: 	LESSOR DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600 By: _____ Date: _____
---	--



**JOHN DEERE
FINANCIAL**

Delivery and Acknowledgment

Lease Schedule No.		001-0109055-000	
Master Lease Agreement No.		0109055	
Lessee: (Name & Address)	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD, , BELTON, MO 64012		
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		
<p>Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.</p> <p>Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.</p> <p>Signed by Lessee's duly authorized representative on the date shown below.</p>			
LESSEE	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD BELTON, MO 64012	LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
Date: 	_____	Date: _____	_____



**JOHN DEERE
FINANCIAL**

Physical Damage/Liability Insurance

Lease Schedule No.	001-0109055-000
Master Lease Agreement No.	0109055

Lessee: (Name & Address)	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD, , BELTON, MO 64012
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:



Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD BELTON, MO 64012
By: 	
JEFF DAVIS, MAYOR	
Date: 	

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	03/10/2020
Total Due:	\$492.44

Billing Address:	Updated Billing Information:
CITY OF BELTON, MISSOURI - BELTON PARKS AND RECREATION 16400 N MULLEN RD BELTON, MO 64012	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number		0109055						
App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
211654	JD	320G	1T0320GKCKJ36 7090	03/10/2020	\$492.44	\$0.00	\$0.00	\$492.44

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax **800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease

Fax to **800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility

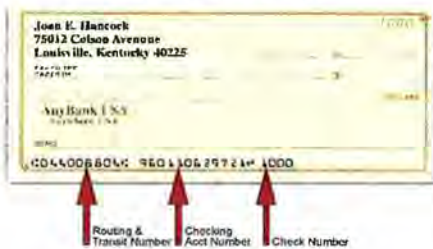
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name _____

John Deere Financial Account Number _____

Bank City & State _____

Name on John Deere Financial Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

9 digit Bank Routing and Transit # _____

Type of Account: ☐ Checking ☐ Savings

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date _____

Bank Account Owner Phone Number _____

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: CITY OF BELTON, MISSOURI – BELTON PARKS AND RECREATION

Address: 16400 N MULLEN RD, BELTON, MO 64012

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

Quantity	Year	Make	Model	Equipment Description
1	2019	JOHN DEERE	320G	SKID STEER LOADER

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

Version 2 updated March 27 2018



7/3/2019

CERTIFICATE OF COVERAGE

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

Covered Entity:

Midwest Public Risk Of Missouri
19400 E Valley View Parkway
Independence, MO 64055

Belton, MO

Companies affording Coverage:

Midwest Public Risk of Missouri (Property, Liability, WC)
Alliant Property Insurance Program (APIP) (Property, Cyber, Crime)
Governmental Entities Mutual/Safety National (Liability)
Safety National (Workers' Compensation)
Alliant Property Insurance Program (APIP) (Equipment Breakdown)

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

Coverage Type	Policy Number	Effective Date	Expiration Date	Covered Property	Limits
<input checked="" type="checkbox"/> Property	017471590/06	7/1/2019	6/30/2020	<input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Contents <input checked="" type="checkbox"/> Inland Marine <input checked="" type="checkbox"/> Auto Physical Damage	\$500,000,000
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made (PO/EPL)	FCA4061092	7/1/2019	6/30/2020	Each Occurrence Medical Expense Personal/Advertising Injury Member Aggregate	\$5,000,000 \$5,000 \$5,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability Any Auto Owned/Scheduled Hired/Non-Owned	FCA4061092	7/1/2019	6/30/2020	Combined Single Limit (per occ) Bodily Injury (per person) Bodily Injury (per occ) Property Damage (per occ)	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation	AGC4049010	7/1/2019	6/30/2020	<input checked="" type="checkbox"/> Statutory Limits <input checked="" type="checkbox"/> Employers' Liability Each Accident Policy Limit	\$1,000,000 \$1,000,000
<input checked="" type="checkbox"/> Cyber	017471590/06	7/1/2019	6/30/2020		\$2,000,000
<input checked="" type="checkbox"/> Crime and Employee Fidelity	017471590/06	7/1/2019	6/30/2020		\$1,000,000
<input checked="" type="checkbox"/> Boiler & Machinery	017471590/06	7/1/2019	6/30/2020		\$100,000,000

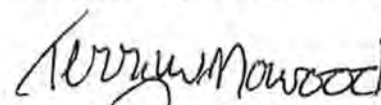
Description of operations / locations / vehicles / exclusions added by endorsement / special provisions:

2019 JD 320G Skid Steer Loader 1T0320GKCKJ36 7090. For the Park Department - 3 year lease beginning 4/2020. Deere Credit, Inc listed as additional insured and loss payee.

Certificate Holder:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

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


Terry W. Norwood, CEO

SECTION VI

B

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF
THE CITY OF BELTON FISCAL YEAR 2020 ADOPTED CITY BUDGET.**

WHEREAS, on March 12, 2019 under Ordinance No. 2019-4500, the City Council approved the Fiscal Year 2019 City Budget and it has been amended previously this year;

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

Section 1. In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$700 (whole dollars) of Revenue line item, 231-0000-3561600, named Donations.

INCREASE the balance by \$700 (whole dollars) of Expenditure line item, 231-0000-4004023, named Community Supplies.

FOR THE PURPOSE OF: Amending the budget to account for additional donation revenues that were received.

Section 2. In the Belton Marketplace TIF Fund, # 240 ...

INCREASE the balance by \$400,000 (whole dollars) of Revenue line item, 240-0000-3111501, named Payments In Lieu of Tax.

INCREASE the balance by \$400,000 (whole dollars) of Expenditure line item, 240-0000-4003115, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred at project close out according to the TIF agreement.

Section 3. In the Cedar Tree TIF Fund, # 241 ...

INCREASE the balance by \$50,000 (whole dollars) of Revenue line item, 241-0000-3111501, named Payments In Lieu of Tax.

INCREASE the balance by \$50,000 (whole dollars) of Expenditure line item, 241-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 4. In the Y Belton Plaza - TIF Fund, # 244 ...

INCREASE the balance by \$450,000 (whole dollars) of Revenue line item, 244-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$450,000 (whole dollars) of Expenditure line item, 244-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 5. In the Southtowne Plaza - TIF Fund, # 245 ...

INCREASE the balance by \$100,000 (whole dollars) of Revenue line item, 245-0000-3131510, named County Sales Tax.

INCREASE the balance by \$25,000 (whole dollars) of Expenditure line item, 245-0000-4003235, named Expense Allowance.

INCREASE the balance by \$75,000 (whole dollars) of Expenditure line item, 245-5040-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 6. In the GO Bonds Debt Service Fund, # 334 ...

INCREASE the balance by \$21,962,300 (whole dollars) of Revenue line item, 334-0000-3672200, named Other Revenue / Bond Proceeds.

INCREASE the balance by \$500,000 (whole dollars) of Expenditure line item, 334-1871-4008010, named Principal – GO Bonds.

INCREASE the balance by \$269,700 (whole dollars) of Expenditure line item, 334-1871-4008011, named Interest – GO Bonds.

INCREASE the balance by \$300 (whole dollars) of Expenditure line item, 334-1871-4008012, named Fiscal Fees – GO Bonds.

INCREASE the balance by \$162,300 (whole dollars) of Expenditure line item, 334-1871-4008013, named Issuance – GO Bonds.

INCREASE the balance by \$9,420,000 (whole dollars) of Expenditure line item, 334-0000-4008545, named Transfer to Street Cap Proj.

INCREASE the balance by \$11,510,000 (whole dollars) of Expenditure line item, 334-0000-4008551, named Transfer to Storm Water Proj.

FOR THE PURPOSE OF: Amending the budget to account for the 2019 Street & Stormwater GO Bond issuance.

Section 7. In the Street Capital Projects Fund, # 445 ...

INCREASE the balance by \$3,768,000 (whole dollars) of Revenue line item, 445-0000-3912334, named Trf from GO Bond Fund.

INCREASE the balance by \$161,000 (whole dollars) of Expenditure line item, 445-5317-4957112, named Engineering & Design.

INCREASE the balance by \$196,000 (whole dollars) of Expenditure line item, 445-5317-4957117, named Construction.

INCREASE the balance by \$3,411,000 (whole dollars) of Expenditure line item, 445-5318-4957117, named Construction.

FOR THE PURPOSE OF: Amending the budget to account for the costs expended from the 2019 street bonds.

Section 8. In the Storm Water Projects Fund, # 451 ...

INCREASE the balance by \$1,780,000 (whole dollars) of Revenue line item, 451-0000-3912334, named Trf from GO Bond Fund.

INCREASE the balance by \$75,000 (whole dollars) of Expenditure line item, 451-5608-4957112, named Engineering & Design.

INCREASE the balance by \$25,000 (whole dollars) of Expenditure line item, 451-5619-4957112, named Engineering & Design.

INCREASE the balance by \$30,000 (whole dollars) of Expenditure line item, 451-5620-4957111, named Right of Way Acquisition.

INCREASE the balance by \$35,000 (whole dollars) of Expenditure line item, 451-5620-4957112, named Engineering & Design.

INCREASE the balance by \$230,000 (whole dollars) of Expenditure line item, 451-5621-4957112, named Engineering & Design.

INCREASE the balance by \$170,000 (whole dollars) of Expenditure line item, 451-5622-4957112, named Engineering & Design.

INCREASE the balance by \$180,000 (whole dollars) of Expenditure line item, 451-5623-4957112, named Engineering & Design.

INCREASE the balance by \$10,000 (whole dollars) of Expenditure line item, 451-5624-4957111, named Right of Way Acquisition.

INCREASE the balance by \$25,000 (whole dollars) of Expenditure line item, 451-5624-4957112, named Engineering & Design.

INCREASE the balance by \$20,000 (whole dollars) of Expenditure line item, 451-5625-4957111, named Right of Way Acquisition.

INCREASE the balance by \$20,000 (whole dollars) of Expenditure line item, 451-5625-4957112, named Engineering & Design.

INCREASE the balance by \$160,000 (whole dollars) of Expenditure line item, 451-5626-4957117, named Construction.

INCREASE the balance by \$800,000 (whole dollars) of Expenditure line item, 451-5627-4957112, named Engineering & Design.

FOR THE PURPOSE OF: Amending the budget to account for the costs expended from the 2019 stormwater bonds.

Section 9. In the Solid Waste Disposal Fund, # 661...

INCREASE the balance by \$75,000 (whole dollars) of Revenue line item, 661-0000-3441005, named Trash User Charges.

INCREASE the balance by \$75,000 (whole dollars) of Expenditure line item, 661-0000-4003020, named Contractual.

FOR THE PURPOSE OF: Amending the budget to account for the costs of residential trash disposal services.

Section 10. 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 ____, 2020

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 ____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2020, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NAYES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

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

SECTION VI

C

AN ORDINANCE EXECUTING THE COOPERATIVE FINAL MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST-SHARING AGREEMENT FOR BUILD GRANT TRAFFIC MODELING AND FEDERAL GRANT WRITING WITH THE CITY OF RAYMORE, CASS COUNTY AND BELTON, MISSOURI IN SUBSTANTIALLY SIMILAR FORM TO THE DRAFT AGREEMENT ATTACHED.

WHEREAS, the City Council duly adopted and enacted Ordinance No.2020-4561, which granted the Mayor and City Manager with certain contracting authority during the pendency of the State of Emergency declared by the President, Governor, Cass County Health Department, and Mayor; and

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Section 70.210 to 70.320 of the Revised Statutes of Missouri provide that political subdivisions, including cities, towns and villages may jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision; and

WHEREAS, Belton, Raymore and Cass County all desire to facilitate traffic and transportation improvements along Interstate 49 ("Transportation Improvements") which is a major operational thoroughfare serving each of the Parties' and will substantially benefit each; and

WHEREAS, Raymore has issued a Request for Qualifications ("RFQu 20-002") seeking professional guidance and consulting in completing necessary BUILD Grant Traffic Modeling and Federal Grant Writing ("Modeling/Writing") for the contemplated Transportation Improvement and has identified HDR, Inc. ("HDR") as a qualified entity for purposes of completing the Modeling/Writing work contemplated by RFQu 20-002; and

WHEREAS, the Parties have agreed that Raymore should manage the contract with HDR for completion of the Modeling/Writing; and

WHEREAS, the Transportation Improvements will require the inclusion of federal grant funding; and

WHEREAS, the proposal for HDR to complete the Modeling/Writing is estimated to be \$176,214.00 ("Costs") which will be funded by each of the Parties contributing \$65,000.00 to provide for any unforeseen additional costs; and

WHEREAS, the Modeling/Writing for the Transportation Improvements would not be realized or completed absent of a cooperative effort and cost-sharing between the Parties; and

WHEREAS, the City Councils of Raymore and Belton, and the County Commission of Cass County each of whom are Parties to this Agreement deem it to be in their best interests and the interests of their citizenry to enter into this Agreement.

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

Section 1. The City Council hereby approves of the Cooperative Cost-Sharing Agreement for Building Grant Traffic Modeling and Federal Grant Writing herein attached and incorporated as **Exhibit A** and ratifies and authorizes the City Manager's execution of the same.

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 ____, 2020.

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 ____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2020, 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: April 2, 2020

DIVISION: Public Works/Engineering

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

The City has partnered with the City of Raymore and Cass County to share the cost charged by HDR, Inc. in modeling and writing and likewise sharing the resulting information for a BUILD grant. Under this agreement, Belton shall pay one-third (1/3) of the costs charged by HDR. The City of Raymore and Cass County will each pay their respective one-third (1/3).

The agreement will pay the City of Belton portion of the contract with HDR, Inc. HDR, Inc. will be modeling and writing a grant for federal funding through the BUILD Grant to add a third through lane on I-49 from 155th Street to North Cass Parkway. If the BUILD grant is successful, it will pay for approximately 80% of the widening project. It is anticipated that the remaining 20% will be funded by a cost-share agreement with MoDOT, where MoDOT will fund the remaining 20%.

The cost of the contract with HDR is \$176,214.00. It has been agreed that all three entities pay one third of the cost which comes to \$65,000. This provides for any unforeseen additional costs.

Staff recommends approval of this ordinance that will authorize the City Manager to execute the Cooperative Cost-Sharing Agreement for BUILD Grant Traffic Modeling and Federal Grant Writing in substantially similar form to the draft agreement attached as Exhibit A.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Amount of Request/Contract:	\$	65,000
Amount Budgeted:	\$	n/a
Funding Source:		TBD
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION:

Approve an ordinance authorizing the City Manager to execute a Cooperative Cost-Sharing Agreement for BUILD Grant Traffic Modeling and Federal Grant Writing in substantially similar form to the draft agreement attached as Exhibit A for the BUILD Grant Project on I-49 with said document to be attached hereto.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A – Draft Cooperative Cost-Sharing Agreement for BUILD Grant Traffic Modeling and Federal Grant Writing Agreement

COOPERATIVE COST-SHARING AGREEMENT FOR BUILD GRANT TRAFFIC MODELING AND FEDERAL GRANT WRITING

This Cooperative Cost-Sharing Agreement for BUILD Grant Traffic Modeling and Federal Grant Writing ("Agreement"), is made by and between the City of Belton, Missouri, a municipal corporation (hereinafter "Belton"), the City of Raymore, Missouri (hereinafter "Raymore") and Cass County, Missouri (hereinafter "Cass County"). Belton, Raymore and Cass County being referred to hereinafter collectively as the "Parties".

Recitals

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Section 70.210 to 70.320 of the Revised Statutes of Missouri provide that political subdivisions, including cities, towns and villages may jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision; and

WHEREAS, Belton, Raymore and Cass County all desire to facilitate traffic and transportation improvements along Interstate 49 ("Transportation Improvements") which is a major operational thoroughfare serving each of the Parties' and will substantially benefit each; and

WHEREAS, Raymore has issued a Request for Qualifications ("RFQu 20-002") seeking professional guidance and consulting in completing necessary BUILD Grant Traffic Modeling and Federal Grant Writing ("Modeling/Writing") for the contemplated Transportation Improvement and has identified HDR, Inc. ("HDR") as a qualified entity for purposes of completing the Modeling/Writing work contemplated by RFQu 20-002; and

WHEREAS, the Parties have agreed that Raymore should manage the contract with HDR for completion of the Modeling/Writing; and

WHEREAS, the Transportation Improvements will require the inclusion of federal grant funding; and

WHEREAS, the Modeling/Writing will facilitate that the acquisition of federal grant funding; and

WHEREAS, the proposal for HDR to complete the Modeling/Writing is estimated to be \$176,214.00 ("Costs") which will be funded by each of the Parties contributing \$65,000.00 to provide for any unforeseen additional costs; and

WHEREAS, the Modeling/Writing for the Transportation Improvements would not be realized or completed absent of a cooperative effort and cost-sharing between the Parties; and

WHEREAS, the City Councils of Raymore and Belton, and the County Commission of Cass County each of whom are Parties to this Agreement deem it to be in their best interests and the interests of their citizenry to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby mutually agree as follows:

Agreement

1. Scope of Agreement. The purpose of this Agreement is to provide for a cooperative effort between the Parties in sharing the Costs charged by HDR in completing the Modeling/Writing and likewise sharing the resulting information and benefits of the Modeling/Writing of HDR. The section(s) of Interstate 49 within which the Transportation Improvements are contemplated are described in RFQu 20-002 which is attached hereto and incorporated by reference herein as Exhibit "A".

2. Cost-Sharing.

A. Under this Agreement, Belton shall pay Raymore one-third (1/3) of the charged Costs of HDR. Under this Agreement, Cass County shall pay Raymore one-third (1/3) of the charged Costs of HDR. Raymore shall pay HDR all of the charged Costs from the cumulative sums paid by Belton and Cass County in addition to the one-third (1/3) share of the charged Costs allocable to Raymore.

B. The cumulative total of the Costs for HDR to complete the Modeling/Writing is estimated to be \$176,214.00. Raymore, Belton and Cass County shall share equally in paying the Costs which will be funded by each of the Parties contributing \$65,000.00 to provide for any unforeseen additional costs.

C. Payment by Belton and Cass County to Raymore of their one-third (1/3) share of the Costs shall be made within thirty (30) days of receipt of Notice from Raymore of the Costs charged by HDR.

D. The cost-sharing contemplated by this Agreement shall be subject to appropriation of funds by Belton, Raymore and Cass County.

3. Obligations of Belton. Belton agrees to:

A. Concur in writing with the utilization of HDR for completion of the Modeling/Writing to obtain federal BUILD grant funding on the Transportation Improvements,

B. Provide Raymore and/or HDR their agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Belton for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay their one-third (1/3) share of the Costs to Raymore within thirty (30) days of receipt of Notice from Raymore of the Costs charged by HDR in the completion of the Modeling/Writing, and

D. Comply with all other requirements applicable to Belton as set forth in this Agreement.

4. Obligations of Cass County. Cass County agrees to:

A. Concur in writing with the utilization of HDR for completion of the Modeling/Writing to obtain federal BUILD grant funding on the Transportation Improvements,

B. Provide Raymore and/or HDR their agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Cass County for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay their one-third (1/3) share of the Costs to Raymore within thirty (30) days of receipt of Notice from Raymore of the Costs charged by HDR for the completion of the Modeling/Writing,

D. Comply with all other requirements applicable to Cass County as set forth in this Agreement, and

E. Serve as applicant for any federal BUILD grant funding application on the Transportation Improvements.

5. Obligations of Raymore. Raymore agrees to:

A. Enter into the contract with HDR for completion of the Modeling/Writing to obtain federal BUILD grant funding on the Transportation Improvements,

B. Provide HDR, its agents and employees with reasonable access to any easements, rights-of-way, engineering and traffic studies maintained by Raymore for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay their one-third (1/3) share of the Costs to HDR,

D. Receipt for any funds paid by Belton and/or Cass County towards the Costs charged by HDR and arrange for payment of the same to HDR in the completion of the Modeling/Writing,

E. Refund any funds to Belton and/or Cass County which may be refunded, retuned or uncharged by HDR in the completion of the Modeling/Writing, and

F. Ensure compliance with any and all competitive bidding processes, requirements and procedures and all applicable federal laws and regulations and the laws and regulation of the State of Missouri imposed upon municipalities,

G. Share all materials produced by HDR in completing the Modeling/Writing with representatives of Belton and Cass County upon request,

H. Require HDR to perform all work in connection with the completion of the contract contemplated by RFQu 20-002 in accordance with applicable federal, state and local laws,

I. Inspect and oversee HDR in the completion of the Modeling/Writing,

J. Require HDR to perform all work in connection with the Modeling/Writing to maintain necessary bonding and insurance with applicable law, and require that the names of Raymore, Belton and Cass County appear as co-obligees on any bond(s) securing performance, and payment with regard to any sub-contract entered into by HDR to complete the Modeling/Writing. Raymore shall require HDR to perform work pursuant to this Agreement to procure and maintain in effect insurance as required for contractors and vendors of Raymore and shall require HDR to indemnify Belton and Cass County,

K. Require HDR to comply with all laws regarding payment of prevailing wages,

L. Be responsible for paying HDR for all work performed in the completion of the Modeling/Writing, and

M. Provide copies of all Modeling/Writing completed by HDR to Belton and Cass County for utilization in applying for and obtaining the anticipated BUILD Grants.

Miscellaneous Provisions

1. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The Parties, (A) shall submit exclusively to the jurisdiction of the state and federal courts located in Cass County, Missouri; (B) shall waive any and all objections to jurisdiction and venue; and (C) shall not raise forum non conveniens as an objection to the location of any litigation.

2. Waiver. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other Parties or to declare any of the other Parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

3. License to Use of Right-of-Way. Belton and Cass County hereby grant to Raymore, its agents, employees, contractors, engineers, consultants and surveyors (including specifically HDR), a license to use that portion of the public right-of-way in order to allow for any on-site Modeling/Writing in accordance with the terms of this Agreement or the contract entered into between Raymore and HDR. The term of the license shall run concurrently with the term of this Agreement and shall expire at the time HDR produces the Modeling/Writing to Raymore. The grant of this license by Belton and Cass County to Raymore shall not constitute a conveyance of any interest in the public right-of-way.

4. Modification. This Agreement shall not be amended, modified or cancelled without the written consent of the Parties.

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

6. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

7. Audit. Belton and/or Cass County shall have the right to audit this Agreement and all books, documents and records relating to this Agreement and the contract with HDR for the completion of the Modeling/Writing. Raymore shall maintain all its books, documents, plan

sets, record drawings and records in hard copy and electronic version relating to this Agreement and the contract with HDR for the completion of the Modeling/Writing during the term of this Agreement and for a period of three (3) years after the date of final payment by Raymore to HDR. The books, documents and records shall be made available to Belton and/or Cass County within ten (10) days after the written notice of request to inspect the same is made. Raymore shall require HDR to comply with this provision in connection with services performed on the Modeling/Writing.

8. Assignment. The Parties shall not sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other Parties. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

9. Conflicts of Interest. The Parties shall certify that none of their officers or employees has, or will have, a direct or indirect financial personal interest in this Agreement, and that no officer or employee of the Parties, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of the Parties.

10. No Partnership. It is expressly understood that the Parties are not now, nor will they be engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, providing none of the Parties may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Parties.

12. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

13. Records of Agreement. The City Clerks of Belton and Raymore and the County Clerk of Cass County will be provided a copy of the final executed Agreement.

14. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the addresses provided as follows:

If to Raymore:

City of Raymore
Attn: Mr. James Feuerborn
City Manager
100 Municipal Circle
Raymore, MO 64083

If to Belton:

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

If to Cass County:

Cass County
Attn: _____

102 E. Wall St.
Harrisonville, MO 64701

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notice given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notice given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. A copy of any Notice to a Party shall be contemporaneously provided to the other non-sending Parties (if any).

15. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

16. Cooperation. All Parties agree to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions and obligations under this Agreement.

17. Prohibition of Indirect Action. Any act that the Parties are prohibited from doing directly shall not be done indirectly through an affiliate or by any other indirect means.

18. Attorney Fees. In the event any Party is required to bring an action at law or in equity against any other Party to enforce any of the terms of this Agreement, the losing party hereby agrees to pay to the prevailing Party, reasonable attorney fees, costs and expenses as

they may be fixed by the court including reasonable attorney fees, costs and expenses of any appeal.

19. General Indemnification. Raymore's contract with HDR or any person or entity receiving any portion of the funds provided by either Cass County and/or Belton shall require HDR or such persons or entities to defend, indemnify, and hold harmless both Cass County and Belton and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees arising out of or resulting from any acts or omissions caused in whole or in part by HDR or such persons' or entities' employees, agents, or contractors, or others for whom such person or entity is legally liable, regardless of whether or not caused in part by any act or omission of Cass County and/or Belton, their agencies, officials, officers or employees.

20. Indemnification for Professional Negligence. Raymore's contract with HDR shall cause each architect and engineer of HDR to indemnify and hold harmless Cass County and Belton and any of their agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such architect or engineer, their employees, agents or others for whom such architect or engineer is legally liable, in the performance of professional services.

21. Insurance. Raymore shall require HDR or any person or entity receiving any portion of the funds provided by either Cass County and/or Belton to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Raymore shall further require, and shall ensure, that Cass County and Belton are named as additional insureds and shall provide Cass County and Belton with certificates of insurance or their equivalent, demonstrating the same.

A. Worker's Compensation coverage as required by statute.

B. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of HDR:

i. General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Section 537.610 of the Revised Statutes of Missouri.

ii. Products-Completed Operations Aggregate: \$1,000,000.00.

iii. Personal and Advertising Injury: \$1,000,000.00.

iv. Each occurrence (bodily injury and property damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Section 537.610 of the Revised Statutes of Missouri.

v. Excess or umbrella liability with general aggregate of \$2,000,000.00 and each occurrence of \$2,000,000.00.

C. Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Section 537.610 of the Revised Statutes of Missouri for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

22. Compliance With Laws. Raymore shall comply with all federal, state and local laws, ordinances and regulations applicable to the Modeling/Writing. Raymore's contract with HDR shall require that HDR comply with all federal, state and local laws, ordinances and regulations applicable to the Modeling/Writing.

23. Term. This Agreement shall begin upon its execution and shall continue until all of the Modeling/Writing are completed subject to the terms and conditions set forth in this Agreement.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

25. Future Appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any of the Parties.

26. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year provided next to each of their signature blocks below.

City of Raymore, Missouri

Date: _____

By: _____
Mayor Kristofer P. Turnbow

ATTEST:

Approved as to form:

City Clerk
Ordinance #: _____

City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on this _____ day of _____, 2020 before me, the undersigned notary public in and for said county and state aforesaid, came Kristofer P. Turnbow, Mayor for the City of Raymore, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

City of Belton, Missouri

Date: _____

By: J-W Davis

Mayor Jeff Davis

ATTEST:

Approved as to form:

City Clerk

Ordinance #: _____

City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on this _____ day of _____, 2020 before me, the undersigned notary public in and for said county and state aforesaid, came KJeff Davis, Mayor for the City of Belton, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Cass County, Missouri

Date: _____

By: _____

Bob Huston
Presiding Commissioner

ATTEST:

Approved as to form:

County Clerk

County Attorney

Ordinance #: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on this _____ day of _____, 2020 before me, the undersigned notary public in and for said county and state aforesaid, came Bob Huston, Presiding Commissioner, Cass County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said county and that said instrument was signed and sealed on behalf of said county by authority of its County Commission and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

SECTION VI

D

AN ORDINANCE APPROVING A COST-SHARE AGREEMENT BETWEEN THE MID-AMERICA REGIONAL COUNCIL (MARC) AND THE CITY OF BELTON, MISSOURI FOR THE KANSAS CITY METROPOLITAN REGIONAL AERIAL PHOTOGRAPHY PROJECT AT A COST OF \$1,857.81.

WHEREAS, the City of Belton has participated in the Kansas City Metropolitan Aerial Photography Project previously (Ordinance 2012-3796; Ordinance 2014-3977; Ordinance 2016-4192; Ordinance 2018-4423) coordinated by the Mid-American Regional Council (MARC) for acquiring aerial photography that is utilized in the City's GIS, Web GIS, and Cartegraph. This photography is viewed and used often in City Council meetings as well as by several departments in many different ways; and

WHEREAS, the most recent aerial photography that the City has available is over two years old. The City needs an updated aerial to be able to create more reliable data, make more informed decisions, plan more effectively, etc. MARC is coordinating a Kansas City metro-wide cost-share aerial photography acquisition that will allow the City of Belton to procure aerial photography at a reduced cost. The cost of the aerial photography data is \$1,857.81; and

WHEREAS, the City has participated in the cost-sharing of aerial photography since 2012 and believes continued participation will benefit the citizens of Belton.

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

SECTION 1. The City Council hereby approves the 2020 Cost-Share Agreement between the Mid-America Regional Council and the City of Belton for the Kansas City Metropolitan Regional Aerial Photography Project, attached hereto as **Attachment 1** and incorporated herein by reference, and ratifies and authorizes the City Manager's execution of the same.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2020

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NAYES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

DATE: April 2, 2020

DIVISION: Public Works/GIS

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

ISSUE/RECOMMENDATION:

The City has previously participated in the Kansas City Metropolitan Regional Aerial Photography Project (Ordinance 2012-3796; Ordinance 2014-3977; Ordinance 2016-4192; Ordinance 2018-4423) coordinated by the Mid-American Regional Council (MARC) for acquiring aerial photography that is utilized in the City's GIS, Web GIS, and Cartograph. This photography is viewed and used often in Council meetings as well as by several departments in many different ways.

The most recent aerial photography that the City has available is over two years old. The City needs an updated aerial to be able to create more reliable data, make more informed decisions, plan more effectively, etc. MARC is coordinating a Kansas City metro-wide cost-share aerial photography acquisition that will allow the City of Belton to procure aerial photography at a reduced cost. The cost of the aerial photography is \$1,857.81.

FINANCIAL IMPACT/ANALYSIS:

Contractor:	Mid-America Regional Council
Amount of Request/Contract:	\$ 1,857.81
Amount Budgeted:	\$ 1,857.81
Funding Source:	010-2000-400-3020
Additional Funds:	\$ N/A
Funding Source:	N/A
Encumbered:	\$ N/A
Funds Remaining:	\$ N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a Cost-Share Agreement with MARC for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$1,857.81.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Cost-Sharing Agreement with Exhibits A and B
Cost-Sharing Agreement Invoice

COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made effective as of this 11th day of March, 2020, by and between Mid-America Regional Council ("MARC") and the City of Belton, MO (the "Participant").

WITNESSETH

WHEREAS, the Kansas City Metropolitan Region Imagery Project (the "Project") is a project that involves the acquisition of orthophotography, (the "Orthos") and its corresponding metadata, and a Digital Elevation Model for areas in the Kansas City Metropolitan Region (the "Region"). The Project has been established by KC MetroGIS (the "Committee"), a committee of GIS professionals established by MARC;

WHEREAS, the Committee has identified that an overall reduced cost will be achieved pursuant to economies of scale if the governmental agencies in the Region work together for a consolidated purchase of the Orthos where possible;

WHEREAS, cost sharing measures have been applied to distribute the overall cost of the Orthos between the various agencies participating in the Project (the "Participating Agencies");

WHEREAS, The Committee determined that a sub-group of members will act as the steering committee (the "Imagery Workgroup") for the development of standards, selection of vendors and discussing issues relating to the Project, and that the Imagery Workgroup will be defined as:

1. Representatives from jurisdictions across the MARC region, including Leavenworth, Johnson and Wyandotte Counties in Kansas, and Jackson, Platte and Clay County in Missouri.
2. Mid-America Regional Council and Missouri Department of Conservation (MDC)

WHEREAS, MARC is coordinating the contract and administration of the Project; and

WHEREAS, this Agreement contains the key points that all Participating Agencies agree to in the preparation, distribution and payment of the Orthos that are acquired through the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound hereby, MARC and Participant agree as follows;

1. Services. Pursuant to the Contract for Professional Services (the "Contract") for Orthos, between MARC and Surdex Corporation, dated February 19, 2020, (the "Contractor"), included as Exhibit A and incorporated herein by reference, the Contractor and/or its subcontractors identified in Exhibit A will prepare the Orthos. MARC shall act as the

coordinating agency to administer the terms pursuant to this Agreement and the Contract. At all times, MARC shall act in the best interest of all of the Participating Agencies.

2. Payment for Services. As compensation for the Services provided by the Contractor for the benefit of Participant relating to the Orthos, the Participant agrees to pay an amount not to exceed **\$1,857.81** (the "Services Fee") to MARC. The amount is based on (a) an estimate of the number of Participating Agencies, (b) the cost matrix provided by the Contractor in their proposals, and (c) the cost sharing document, which is named "CostShare2020" is included hereto as Exhibit B. To cover the costs of contract management and administration, MARC is including an Administrative Fee to the Services Fee. The Services Fee shall be transferred to MARC within forty-five (45) days upon receipt of an invoice from MARC and the execution of this Agreement. The Services Fee will be kept by MARC in a designated fund that will be used to pay for the Orthos and any other expenses incurred by MARC pursuant to this Agreement or the Contract. In the event of a change in the number of Participating Agencies that agree to contribute to the Project after the execution of this Agreement, the Services Fee shall be recalculated as provided above and adjusted accordingly. At the conclusion of the Project, MARC will return to the Participant any remaining portion of the Services Fee not paid to the Contractor as provided in this Agreement.

- a. The Services Fee for the Participant, is the raw cost to fly the Orthos within the County less any Missouri Department of Conservation funding. Any derivative products generated from the Orthos is included in the Services Fee. A MARC Administrative Fee is included for all services. Please reference the attachment CostShare2020 for fee details.

3. Review and Approval of the Orthos. Each participating county, Kansas City Missouri, and members of the Imagery Workgroup, (collectively, the "Reviewers", and individually, a "Reviewer") shall review all Orthos relating to the Project. Each Reviewer will receive the Orthos within its jurisdictional boundaries directly from the Contractor. Each Ortho Reviewer will review the Orthos pursuant to their respective quality control procedures, and coordinate between any Participating Agencies that have overlapping boundaries. Orthos that do not adhere to the quality standards described in the Contract or the quality control standards of the respective Reviewers will be handled according to the Contract.

4. Payments to Contractor. MARC will pay invoices from the Contractor for Services rendered on a monthly basis, with ten (10) percent retained until all deliverables and services described in the Contract (the "Products") receive final approval from all of the Reviewers. Once a Reviewer completes its review and notifies the Contractor that all of its respective Products are satisfactory, such Reviewer will also simultaneously notify MARC in writing. Once such notification has been received by MARC from all Reviewers, MARC will pay the retained amount in full to the Contractor within thirty (30) days.

5. Receipt of Images and Data. After final approval and receipt of the Orthos and any derivatives by each Reviewer, the Reviewer or MARC (if designated by the Participant) will

deliver images to each Participating Agency within its boundaries according to a method agreed to by a majority of the Participating Agencies.

6. Ownership, Access and Distribution of Orthos. Each Participating Agency will have ownership of the Orthos and within their jurisdictional boundaries and for areas outside their boundaries for which they have also agreed to share costs with overlapping jurisdiction(s). In cases where Participating Agencies have overlapping boundaries, such Participating Agencies will jointly own the Orthos and will make a good faith effort to agree on a consistent price and criteria for selling or otherwise distributing the Orthos. Each Participating Agency will have access to the Orthos outside of their jurisdictional boundary for internal use only, but will not have ownership of such Orthos or be allowed to sell or otherwise distribute the Orthos in any manner, the only exceptions being those mentioned above where a participating agency agreed to share costs for areas outside their jurisdictional boundaries. The Participating Agencies may print a hard copy or PDF of any Orthos within their jurisdictional boundaries and may sell or otherwise distribute the Orthos according to each agency's currently adopted policy. Each Participating Agency will remain the point of distribution for the Orthos within its jurisdictional boundaries and may collect and retain any consideration from any sale or other distribution of such data.

7. The Missouri Department of Conservation (MDC). MDC is a Participating Agency and is contributing \$10,000 to the Ortho project. MARC will distribute the MDC contribution to the project evenly among all the local Participating Agencies that are within Missouri and based on the number of square miles acquired. The MDC will receive a copy of the Orthos that are within Missouri. Payment by MDC will be made to MARC and will be due thirty (30) days after the date that MDC accepts the Orthos.

8. MARC's Receipt and Use of Orthos. Participant agrees that MARC will receive a copy of the Orthos for use in its role as the Region's Metropolitan Planning Organization and Council of Governments. After each Reviewer gives final approval to all of its respective Orthos, MARC will receive a copy of that Reviewer's Orthos and directly from the Contractor. MARC will make a copy of the Orthos and provide a copy to MDC. MARC may print a hard copy, or export a PDF or non-georeferenced JPEG of any Ortho within the Region and may sell or otherwise distribute according to its currently adopted policy; provided, however, that MARC will not sell or distribute digital copies of the original Orthos and MARC understands that it is the intent of this Agreement that each Participating Agency will remain the primary point of distribution for the Orthos within its jurisdictional boundaries.

9. Limitation of Liability. Participant hereby acknowledges that MARC is administering the Project for the purpose of providing a benefit to the Participating Agencies. PARTICIPANT HEREBY AGREES THAT MARC AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OF ANY NATURE WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, STATUTE, ANY OTHER CAUSE OR COMBINATION OF CAUSES, OR

OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONTRACT OR THE SERVICES PROVIDED THEREUNDER.

10. Audit. If the parties disagree as to the determination of the Services Fee, they shall jointly retain an independent certified public accountant to make the determination, which shall be jointly binding on them. The parties shall split evenly the expenses of making the determination, except that if the accountant concludes that either party had been unreasonable, such party shall bear the full expense of the determination.

11. Inspection of Books. Each party shall permit the other, upon reasonable request, to inspect its books and records relevant to the determination of the Services Fee, the Orthos obtained and payments to the Contractors.

12. Termination and Modification. This Agreement shall terminate immediately upon: (a) the mutual consent of the parties; or (b) sixty (60) days' prior written notice by either party.

13. Settlement Upon Termination. No later than ten (10) days after the end of the month during which this Agreement is terminated for any reason, MARC shall deliver to Participant a final invoice setting forth any amount due hereunder or any refund due to Participant. Any amounts due and owing shall be paid to the other party within fifteen (15) days of the date of the final invoice.

14. Amendments. This Agreement may be amended only upon the parties' mutual written consent signed by the parties.

15. Assignment. This Agreement may not be assigned without the prior written consent of the other party.

16. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri (without regard to conflict of laws principles under which the laws of another state might apply).

17. Notices. All notices, statements or requests provided for hereunder shall be in writing or via email and shall be deemed to have been given when delivered by hand to an officer of the other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

Notice to MARC:

Mid-America Regional Council
Attn: Jay Heermann
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

Notice to Participant:

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

or to such person or place as each party may designate, from time to time, by written notice sent as aforesaid.

18. Headings. The headings of the various paragraphs of this Agreement are for convenience only and shall be accorded no weight in the construction of this Agreement.

19. Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, with respect to the rights established herein.

20. Severability. If any part of this Agreement is determined to be invalid, the validity of this Agreement shall not be affected, and the parties agree that all remaining parts shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized to do so on this ____ day of _____, 2020.

Mid-America Regional Council

By: _____
Title: Executive Director
Print Name: David A. Warm
Date: _____

City of Belton, MO

By: _____
Title: City Manager
Print Name: Alexa Barton
Date: _____

EXHIBIT A

Orthophotography Contract

Attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Aerial Project 2020."

EXHIBIT B

Cost Share 2020

Exhibit B allocates costs to Participating Agencies, and determines the dollar amounts each participant is invoiced for the project. It is attached to this Agreement by virtue of being included in the email correspondence.

CONTRACT FOR PROFESSIONAL SERVICES

“2020 Kansas City Metropolitan Regional Aerial Photography Project”

This Professional Services Agreement (“Agreement”) is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Surdex Corporation, hereinafter referred to as "Contractor" and is effective this 13th day of February 2020.

WITNESSETH:

WHEREAS, the 2020 Kansas City Metropolitan Regional Aerial Photography Project (the “Project”) is a project that involves the acquisition of orthophotography, Digital Elevation Models and their corresponding metadata (the “Orthos”), for areas in and around the Kansas City Metropolitan Region (the “Region”); and

WHEREAS, MARC desires to retain Contractor to provide orthophotography services associated with the Project; and

WHEREAS, MARC will have ultimate control over the contract and administration of the Project; and

WHEREAS, MARC issued a Request for Proposal (RFP), the terms and conditions of which are incorporated herein by reference, but the terms and conditions of this Contract govern in the event of a conflict between the RFP terms and conditions and the Contractor's Proposal; and,

WHEREAS, MARC will collect money from the Participating Agencies pursuant to the Kansas City Region Aerial Cost Share Model (the “Model”) and distribute the funds to Contractor as provided herein; and,

WHEREAS, the Participating Agencies will execute cost sharing agreements with MARC and as such the Participating Agencies will be direct beneficiaries of the services to be provided under this Contract and will thereby be entitled to enforce this Contract; and,

WHEREAS, Contractor is in the business of providing such services and has agreed to provide the Imagery to MARC and the Participating Agencies as provided herein.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein after given, and for other good and valuable consideration, the parties hereto agree as follows:

DEFINITIONS

Ortho Reviewers – Ortho Reviewers are defined as the Participating Agencies that will be receiving the Orthos from the Contractor and will also coordinate any quality control with other local jurisdictions as they deem appropriate. The Ortho Reviewers are comprised of:

- (a) Five (5) of the nine counties that make up the MARC Region including Clay and Platte in Missouri; Johnson, Wyandotte and Leavenworth in Kansas;
- (b) Five (5) cities including Kansas City Missouri, Liberty, Raymore, Blue Springs and Lee's Summit.

Participating Agencies – Participating Agencies are defined as the agencies that sign the Cost Sharing Agreement with MARC in order to receive Orthos.

Services – Services are defined as the acquisition and preparation of the Imagery and the development and installation of any software necessary to use or view the imagery as provided herein.

SCOPE OF SERVICES

The Contractor shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the "Scope of Services"), which are incorporated herein by reference. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

The contractor shall also produce the imagery in accordance to the specifications provided in Exhibit B (the "Imagery Specifications") for the area depicted in Exhibit C (the "Project Area").

TIME OF PERFORMANCE

Term – The Contractor shall begin performing the Project upon the issuance of a written Notice to Proceed by MARC, and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by September 15, 2020.

Should MARC have a continued need for similar Professional Services as identified in Exhibit A "Scope of Services", and both parties (Contractor and MARC) herein agree that renewals of the contract or Change Orders thereto may be negotiated on mutually acceptable terms and conditions.

The period for completion of performance required of the Contractor during the Term shall be fully detailed by the Contractor in the Project Schedule attached hereto as Exhibit D. The time for performance by Contractor shall not be extended without the written consent of MARC. The Project Schedule shall (a) include allowances for reasonable periods of time required for review by MARC and the Participating Agencies, (b) establish a completion date for Contractor's performance and required deliverables, and (c) provide for a schedule of milestones and payment dates.

Extension of Term - The time frame for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by the Contractor. Any request for an extension of time to complete the Project shall be made in writing to MARC. The Contractor shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the Contractor with written

notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

Liquidated Damages for Delay - Timely delivery of specified imagery and related digital products is an imperative aspect of this project and Agreement. Pursuant to title 48 of the Federal Acquisition Regulations, subpart 52.211-11, if Contractor fails to deliver or perform the services within the time specified in this Agreement, Contractor shall, in place of actual damages for delay, pay MARC liquidated damages for each calendar day of delay beyond the scheduled completion of Task 6: Final Product Delivery & Metadata specified in Exhibit D (Project Schedule) of this agreement. For the purposes of this Agreement and the liquidated damages described herein, completion of the aforementioned task occurs when not less than ninety percent (90%) of the imagery has been delivered to the Ortho Reviewers and all tasks previous to Task 6 in Exhibit D have also been completed.

The payment scale for liquidated damages specified in this Agreement is as follows:

- (a) Days one (1) through fifteen (15): \$400 per day;
- (b) Days sixteen (16) through thirty (30): \$800 per day;
- (c) Days thirty-one (31) through completion: \$1,000 per day.

MARC may withhold the foregoing liquidated damages for delay from sums due to Contractor by MARC hereunder. Contractor acknowledges and agrees (i) that the work performed under this Agreement is for the benefit of multiple public agencies participating in KC Metro GIS cooperative, (ii) that damages resulting from Contractor's failure to complete and deliver the specified products to MARC in a timely manner would be impracticable or extremely difficult to ascertain, and that the foregoing liquidated damages are a reasonable estimate thereof.

MARC acknowledges that external factors outside the Contractor's control can delay tasks associated with this project. These factors include timely and on-time review by the Ortho Reviewers of imagery provided by the Contractor for quality review, and suitable atmospheric and ground conditions during the specified window for imagery capture. MARC agrees to not hold the Contractor liable for delays due to these two aforementioned causes contingent on the Contractor's ability to adequately document the cause of the delay. MARC also agrees not to hold the Contractor liable for liquidated damages for time to repair imagery errors identified after Final Delivery has been made, provided all previous project tasks have been completed, and the total sum of errors does not constitute more than ten percent (10%) of each Ortho Reviewer's area of acquisition.

COMPENSATION

Acceptance of Bid – MARC hereby accepts the bid pricing of the Contractor in its response to the RFP.

This bid was for a total price of \$188,763 for the geographic area specified in the RFP, which included:

- i. 2,467 square miles of class 1, 4-band natural color imagery with 6-inch resolution at

\$75.00 per square mile,

- ii. Correction of building lean, \$162.50 per sq. mile for 23 sq. miles,
 - iii. Unique PLSS tiling at \$250 per county and Mr. SID tile compression at \$500 per city or county for those areas that request it,
 - iv. Capture and processing of 6" oblique imagery at \$195 per sq. mile and (Oblique) Pictometry Connect at \$2,200 per year for those areas that request it,
 - v. A corrected DEM/DSM for the entire project area.
- a) The Contractor also included the capture and processing of a fourth, color-infrared band for the entire project area, at no additional charge.

Adjustments to RFP and Revised Contract Amount

Geographic Area – MARC agrees to pay the Contractor for the adjusted project area at a rate of \$75.00 per square mile for 6" areas. The current project geographic area is as mapped and attached in the Exhibit C.

The adjusted total accepted cost for the contract is \$188,763 based on 2,467 square miles of 6" resolution imagery at \$75.00 per square mile and the cost to collect additional flight lines and correct building lean for 23 sq. miles at \$162.50 per sq. mile.

Maximum Obligation - The total cost of the project shall not exceed \$188,763. Should MARC incur expenses to correct a default in material produced by Contractor, MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC, if the Contractor does not cure the failure within fourteen (14) days after receiving MARC's notice of such failure.

Method and Time of Payment - The Contractor shall submit monthly invoices to MARC for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by the Contractor as of the date of the invoice, and (c) indicate the total amount charged for each Service during the previous month. All such invoices will be based on actual cost incurred.

MARC shall reimburse the Contractor within thirty (30) calendar days after the receipt of each invoice, unless the invoice reflects work not yet completed.

The Contractor shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

The Contractor will apply 10% retention to each invoice for product review by MARC until the Contractor has completed all the Services described herein to the sole satisfaction of MARC

based on contract requirements and MARC has accepted the final work product of the Contractor. The retainage is to be shown on the invoice as a separate line item.

Compensation After Termination - If this Agreement is terminated as provided below, the Contractor shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The Contractor and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between MARC and Contractor and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement, MARC, by written notice to the Contractor, may modify the scope of the Services to be furnished by the Contractor under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by the Contractor or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to the Contractor.

TERMINATION

MARC reserves the right to terminate this Agreement at any time with or without cause by giving the Contractor advance written notice of such termination.

In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers, materials, or digital content either furnished by MARC or prepared by or for the Contractor under this Agreement.

COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports, maps, digital data, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in MARC and the participating jurisdictions upon payment to the Contractor for all Services rendered herein through the date of the expiration or termination of this Agreement.

ASSIGNMENT

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

INDEPENDENT CONTRACTOR

The Contractor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, the Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from the Contractor's activities under the terms of this Agreement.

PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

CONFLICTS OF INTEREST

The Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

INSURANCE

The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subconsultants in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies. }

The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.

The Contractor insurance coverages shall be for not less than the following limits of liability:

- (i) Commercial General Liability: \$500,000.00 per claim up to \$1,000,000.00 per occurrence with umbrella liability aggregate up to \$5,000,000,
- (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
- (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
- (iv) Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.

The Contractor shall, upon request at any time, provide MARC with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name MARC as an additional insured.

Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

FEDERAL TERMS AND CONDITIONS

This Agreement shall be subject to all applicable Federal Terms and Conditions provided in Exhibit G attached hereto and incorporated herein by reference.

INDEMNIFICATION

To the extent allowed by law, the Contractor and MARC expressly agree to hold and save harmless and indemnify each other, their officers, agents, servants and employees for liability of any nature beyond the limits of existing commercial liability (including reasonable attorney fees) related to a breach of this Agreement by the Contractor or MARC concerning Services and/or information provided under this Agreement by the Contractor and/or MARC or arising from any act or omission of the Contractor and/or MARC or of any employee or agent of the Contractor and/or MARC.

Force Majeure. Neither party shall be considered in default of its obligations if its performance is prevented or delayed by an existing or future *force majeure* condition including, without limitation, act of government, act of God, riot, strike, insurrection, embargo, fire, flood, earthquake, explosion, war, rebellion, civil unrest, sabotage, epidemic, or any other cause beyond the reasonable control of a party.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 (e.g., subawards to subrecipients). The Contractor hereby agrees to provide MARC with a copy of the signed Certificate Regarding Debarment and Suspension, attached hereto as Exhibit H and incorporated herein by reference, to ensure that these federal rules are followed.

CONFIDENTIALITY

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.

DEFAULT

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

NOTICES

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to the Contractor. All compensation and written notices to the Contractor shall be properly given if mailed, delivered in person, emailed, or transmitted by facsimile machine to:

Tim Donze TimD@surdex.com
Jim Gottgetreu JimG@surdex.com
520 Spirit of St. Louis Blvd.
Chesterfield, MO 63005-1002
(636) 368-4400

All invoices, written reports and written notices given to MARC shall be sufficiently given if mailed, delivered in person, emailed, or transmitted by facsimile machine to:

Jakob Goldman jgoldman@marc.org
Jay Heermann jheermann@marc.org
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105-1659
FAX (816) 421-7758

ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

SURDEX CORPORATION

By: Carol Gonzalez For By: R. C. Hoffmann
David A. Warm Ron Hoffmann
Executive Director President
Date: 2-21-20 Date: 02/20/2020
"MARC" "Contractor"

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Exhibit A

Scope of Services

Overview

The Contractor shall provide ortho-imagery at six-inch resolution collected at a flight height of 6,150 feet above mean terrain (AMT) utilizing flight lines of a 4,800 foot capture for the estimated acquisition area contained in Exhibit C. The ortho-imagery must meet or exceed the ASPRS Class I Accuracy Standard for maps at 1" = 100' and 1' = 400'.

Imagery shall be captured with a digital camera, processed, and delivered as true-color 24-bit RGB in a tiled GeoTiff format. Imagery tiling scheme and naming convention will be the 5,000' by 5,000' grid system currently used for the region, in addition PLSS based tiles will be provided to those participants requesting them.

Imagery shall be captured during the leaf-off season when sun angle is most favorable — between mid-February and late March 2020. Final delivery of all imagery is targeted for September 15, 2020.

The Contractor will also be requested to provide services to create imagery tiles based on the Public Land Survey System (PLSS) Sections, create MrSID mosaics/tiles for participants, and/or extend the area of capture beyond the region currently defined in Exhibit C. Additional services for imagery retiling, and compression will be handled through addendums to the contract using the costs listed in Exhibit E.

Project deliverables shall include:

- The final digital 4 band ortho-photography products delivered in the specified file format, tiling scheme and naming convention in GeoTIFF and SID format,
- A flight map,
- A survey control report (including an airborne GPS report),
- Elevation and terrain models,
- Mosaic seam lines, in an ESRI compatible format,
- Metadata files, by tile and county, meeting the Federal Geographic Data Committee (FGDC) standard delivered in xml format readable by ArcGIS Desktop 10.3 and higher.

The Contractor will include a twenty-four-month warranty period on defective products. In the event of a natural or man-made disaster, consultant agrees to make their best effort to re-fly affected / damaged areas for a period of up to twelve months from original acquisition.

The Contractor is responsible for delivering each participating county its final orthoimagery and associated products. MARC will receive the complete set of imagery collected for the project directly from the Contractor.

Project Tasks

This section contains a broad overview of the tasks associated with this project. It is not an exhaustive list, nor does it necessarily imply the order of the tasks. While several project specifications are presented here, the complete set of specifications for this project are presented in Exhibit B.

Task 1: Project Communication

The project will have an overall guiding Communication Plan covering the entire duration of the project. This Communication Plan will be finalized during the project kick-off meeting and will be agreed to and signed by both Contractor and MARC at that time. The communication plan will include, but not be limited by the following elements:

- Frequency and content of project reports
- Frequency of project website updates
- Schedule for project conference calls
- Guidelines for project documentation

Task 2: Ground Control and Flight Planning

The Contractor shall establish sufficient ground control to perform the required digital orthophoto processing. The control survey shall be completed in accordance with accepted industry practices. Global Positioning Systems (GPS) surveys shall be conducted in conformance with the most current Federal Geodetic Control standards.

MARC will provide the DEM used for the 2018 project to the Contractor. The Contractor recognizes that this DEM is provided for review during the vendor selection process and agrees to make any required updates to the DEM within the extent defined in Exhibit C, should they be required to meet the specifications of this project, without increasing the stated cost of the Project.

The Contractor shall create a flight and control plan and share this with MARC prior to acquiring imagery. The planning map shall be of a known, even engineering scale, and shall indicate the proposed control locations, stereo model layout and flight plan, including flying height during the collection. The mapping limit line shall also be plotted on the planning map.

Task 3: Imagery Capture

Imagery shall be acquired using a digital camera system capable of capturing imagery to the specifications required by the project.

Imagery shall be captured between mid-February and late March 2020, during the period when deciduous trees are barren (leaf-off). For the majority of the project area, imagery shall be collected between 10:00 a.m. and 2:00 p.m., local time, when the sun angle is not less than 30°. In areas where there is significant urban development with buildings three

stories or taller, every effort should be made to acquire the photography between the optimal 10:00 a.m. and 2:00 p.m. time frame.

Imagery shall not be captured when the ground is obscured by snow, haze, fog or dust, or when streams or lakes are not within their normal banks. Clouds and/or cloud shadows shall not appear in imagery.

During the acquisition phase, the Contractor will provide MARC's project manager and project stakeholders access to online reporting tools which allow MARC and participants to the current status of the acquisition including the flight lines captured and the dates flown and the percentage of the acquisition process completed. For days during the acquisition phase when imagery was not captured the Contractor will report the reason for the lack of acquisition.

Task 4: Analytical Aerotriangulation

The Contractor shall deliver a bound copy of the analytical aerotriangulation results. Coordinates and residual values shall be reported for all points. RMS values and ground elevation accuracy shall be completed and reported for the final adjustment. Discarded points shall be noted and discussed.

Task 5: Creation of Digital Orthophotography

Digital orthophotography shall be produced using the digital elevation models, control data, sensor calibration data and raw imagery. The rectification process shall involve the solution of the appropriate photogrammetric equations for each pixel in the output image.

Digital orthophotography shall be created as color GeoTIFF files. Capture and processing of imagery will produce a six-inch ortho-product meeting the accuracy specifications defined for the project. The six-inch imagery will be tiled into the same 5,000 by 5,000 foot scheme used in the 2018 project and use the same naming convention.

Partial tiles are not acceptable within this project. All tiles must be complete with imagery and delivered without "no-data" areas.

All final ortho-imagery should be consistent in contrast, color and brightness. Image consistency should be maximized not only within each participating county but also across the extent of the project area.

Task 6: Quality Assurance and Quality Control

An overall quality-assurance program and associated quality-control measures shall be part of all project phases employed by the Contractor.

The primary stakeholders involved in the Project will also be provided the opportunity to perform a quality review before making a final acceptance of the imagery. To support

this review, the Contractor will deliver the images directly to the Ortho Reviewers. Upon receipt of each delivery, the Ortho Reviewers will have thirty (30) days to review the images and notify the Contractor of required changes. The Contractor will then have thirty (30) days to resolve errors and return corrected Orthos to the Ortho Reviewers. The Ortho Reviewers will then have fifteen (15) days to review the corrections and notify the Contractor if there are any further problems. This cycle will continue until such Orthos meet the quality standards specified in Exhibit F (the "Acceptance Criteria"). Upon final approval of all the Orthos in its respective jurisdiction, the Ortho Reviewer shall notify the Contractor and MARC that all Orthos are acceptable. The Contractor will then deliver a full set of the approved images for that Ortho Reviewer to MARC.

Task 7: Product Delivery & Metadata

Copies of all associated deliverables listed in the "Overview" section of this Scope of Services will be provided to each Ortho Reviewer and MARC by the Contractor.

Metadata deliverables will be compliant with the Federal Geographic Data Committee standard and delivered in an XML format readable by ArcGIS Desktop 10.x. Project and tile level metadata is required. Metadata XML files in FGDC form for the individual imagery tiles can be auto-generated from a standard template provide the correct spatial reference, name, and time stamp is applied to each tile. MARC will provide a metadata sample to the Contractor to use as a reference for building a template for this project. The Contractor is fully responsible for ensuring that the metadata deliverables meets all requirements specified herein regardless of the quality of the sample provided to the Contractor by MARC.

Metadata defining the date and time of imagery capture is critical. To handle this, the Contractor can either encode the tile-based metadata files with a date and time stamp, or provide a shapefile containing flight lines (or points along the flight lines) attributed with date and time stamps.

To facilitate ortho distribution for review and final delivery, MARC shall supply the Contractor with a list of contact names and their addresses for each Ortho Reviewer. The Contractor shall include delivery of all final digital products on exchangeable FireWire and / or USB 3.0, or similar external hard drives. These drives will become the property of the receiving jurisdictions.

Exhibit B

Imagery Specifications

B.1 Imagery Capture

B.1.1 General

Ortho imagery must be produced from direct-to-digital image capture. This means the aerial photography may not be captured on film and scanned.

B.1.2 Project Area

The acquisition area is currently 2,467 square miles and includes all or portions of the following counties: Clay, Jackson, Platte and Cass counties in Missouri; and Johnson, Leavenworth and Wyandotte counties in Kansas.

See Exhibit C for the current project area.

B.1.3 Flight Conditions

Imagery shall be captured between mid-February and late March 2020, during the period when deciduous trees are barren. For the majority of the project area, it will be collected when the sun angle is not less than 30°. In areas where there is significant urban development with buildings three stories or taller, every effort should be made to acquire the photography between the optimal 10:00 a.m. and 2:00 p.m. time frame. If acquisition will need to be out of acceptable time windows, the Contractor must request approval from MARC.

Aerial photography shall not be acquired when the ground is obscured by snow, haze, fog or dust, or when streams are not within their normal banks. Clouds and/or cloud shadows shall not appear in the photograph. The photographs shall not contain objectionable shadows caused by relief or low solar altitude. Photographs shall have uniform tone and contrast.

B.1.4 Flight Plan

The Contractor shall prepare a flight plan on a base map of known scale. Flight lines shall be flown in a north-south direction continuously across the region without interruption as often as possible. Partial flight lines interrupted by weather conditions or airspace access will be resumed by subsequently re-flying last acceptable exposure. The principal points of the first three and the last three exposures of all flight lines shall fall outside the boundaries of the project area. All side boundary areas shall be covered by a minimum 55 percent of photo image format.

All final accepted flight plans to be developed after contract award shall be submitted to MARC upon completion of the photographic missions. These plans shall be detailed to show the number of flight lines, the spacing between successive exposures, the focal length of the camera used for each strip and the time of capture for each image.

B.1.5 Scale of Imagery

The digital orthophotos for this project will be generated using the flying altitudes specified for each of the scales below. Departure from the stated altitude above mean terrain in excess of 5 percent in one or more exposures may be cause for rejection of said exposures.

- 1" = 100' at 6,150 foot above ground datum

B.1.6 Forward Overlap

Overlapping photographs in each flight line shall provide full stereoscopic coverage of the area to be mapped. Because a push broom sensor (Leica ADS100) will be used on this project, the forward overlap criterion does not apply.

B.1.7 Sidelap

Sidelap between adjacent parallel flight lines shall average 55 percent (± 5 percent). Any parallel flight lines having sidelap of less than 50 percent or greater than 60 percent will be rejected and reflown.

B.1.8 Crab

Crab in excess of three degrees (3°) measured with respect to both lines of flight may be cause for rejection of a flight strip or any portion thereof in which the excess crab occurs. This includes relative crab between any two successive exposures.

B.1.9 Tilt

Tilt of the camera from vertical at the instant of exposure shall not exceed three degrees (3°), nor shall it exceed five degrees (5°) between successive exposure stations. Average tilt over the entire project shall not exceed one degree (1°).

B.1.10 Flight Height

The departure above or below the required flying height shall not exceed five percent.

B.1.11 Reflights

The Contractor, at no additional cost to MARC, shall refly unacceptable aerial photography, with the reflight coverage overlapping the accepted photography by at least one stereo model.

B.1.12 Aircraft

The aircraft to be used shall be equipped with all essential navigational and photographic instruments and shall be operated by a well-trained and experienced crew. The aircraft shall be equipped with Global Positioning System (GPS) enhanced navigational systems. Performance of the aircraft shall be adequate to complete the project in accordance with the technical specifications.

Respondents shall submit, in response to these technical specifications, appropriate Federal Aviation Administration documentation indicating that the aircraft is within current requirements and operating specifications.

It shall be the responsibility of the Contractor to secure all licenses and authorizations for overflights of the project sites. The Contractor shall notify MARC as soon as possible if difficulties in obtaining the appropriate authorizations are encountered.

The Contractor shall be responsible for operating and maintaining the aircraft in accordance with the regulations of the Federal Aviation Administration and the Civil Aeronautics Board.

The design of the aircraft shall be such that, when the camera is mounted with all its parts above the outer structure, an unobstructed view is obtained, shielded from exhaust gases, oil, effluence and air turbulence. The aircraft shall have a proven services ceiling with operating load of not less than 5 percent above the highest altitude requirements to secure the specified photography.

B.1.13 Flight Data

Images should have recorded the information below. This information should be provided as a final delivery in digital format (such as text files):

- Flight line and exposure number
- Date of exposure
- Time of day clock, set in either standard or daylight savings time, as appropriate
- Altimeter reading in feet or meters above mean sea level.

B.2. CONTROL SPECIFICATIONS

B.2.1 General

The primary purpose of the required survey control for this project is to produce an aerotriangulation solution accurate enough for orthoimage production and/or topographic mapping. The Contractor will be required to tie into existing control networks whenever possible for the duration of this project, and any ground control established for this project must meet minimum accuracy requirements and reporting requirements set forth here.

MARC will allow airborne GPS (AGPS) techniques to be used for control purposes, although they are not strictly required. Specifications for AGPS are included below.

B.2.2 Field Surveys

Field Surveys shall be required for two purposes:

- To establish horizontal and/or vertical control for the aerial photography
- To act as check points for airborne GPS solutions, if utilized.

B.2.2.1 Control Surveys to Support Imagery Acquisition

Any ground control surveys done to support the adjustment of the photography shall be sufficient to support ASPRS Class I digital orthophotography at 1" = 100' and 1" = 400' product scales and photogrammetric mapping products to ASPRS Class II standards. Requests for any planimetric or topographic mapping to ASPRS class I will require additional ground control surveys.

Additional requirements, including documentation, are described below.

B.2.2.2 Airborne GPS Support

To support AGPS, the Contractor shall be required to set and panel supplemental ground control points located near the corner of each airborne photogrammetric block. Each of these points shall require GPS-derived horizontal and vertical coordinates meeting the accuracy requirements set forth above. Each location shall be marked with a PK nail or rebar and shall be paneled prior to flight.

Existing control points may be used provided the Contractor can verify that they are visible from the air and have both horizontal and vertical values that meet or exceed the accuracy requirements above. The Contractor shall be responsible for making the final determination on check point location in consultation with MARC. All of these points shall be targeted. Targets are to be painted, with a PK nail or rebar with cap placed at their centers and removed within 45 days of the completion of flights. This will require landowner notification and permission. The notification and permission process is the responsibility of the surveyor.

Additional requirements for AGPS, including documentation, are described below.

B.2.3 Ground Coordinate Systems

Horizontally, all coordinates shall be tied to the appropriate state plane coordinate system.

B.2.4 General Horizontal Control Standards

The Contractor shall specify the GPS ground observation methods that will be used to establish GPS ground control points where necessary. The number of GPS units involved should be indicated, as well as the length of observation time planned for each station. The Federal Geodetic Control Subcommittee's most current document entitled "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" shall apply where appropriate.

At a minimum, all new horizontal control established through ground GPS observations and/or conventional methods shall be to an accuracy level of NGS Second Order Class II or better. FGCS (formerly FGCC) standards for instrumentation, field observations and data reduction shall be followed as applicable to the order and class of survey. All new horizontal points must be marked with a PK nail or some other acceptable type of semi-permanent marker.

Contractor shall utilize any existing ground control surveys where practical and will supplement with new targeted or photo-identifiable ground survey control as necessary to ensure final product accuracies. The Contractor shall compute, adjust and furnish the applicable Kansas or Missouri State Plane Coordinates and shall prepare complete descriptions, including location diagrams, for all horizontal control stations.

B.2.5 Ground Survey Report

Three (3) hard copies and two (2) digital (ASCII) files of a survey report are required. The report shall outline results of the ground GPS observations and contain all items listed in the following

subsections of this section. The survey report shall be delivered to MARC's project manager for approval.

B.2.5.1 Observation Summary

The summary shall contain a discussion of the results of the ground GPS survey, including accuracies achieved, problems encountered and a statement of the overall quality of the survey in terms of its use with Airborne GPS.

B.2.5.2 Control Diagram

The Contractor shall furnish a schematic control diagram of the survey records on a map for all basic horizontal control pertinent to this project. The schematic diagram shall show all existing and established control points properly identified in their approximate location. It shall also show all observed baselines with their designations to include the beginning and ending points.

B.2.5.3 Computations

The Contractor shall provide Least Squares adjustments of all horizontal control data. Adjustment output for both unconstrained and constrained adjustments shall contain the following information referenced to observed stations:

- a) Fixed coordinates (Northings and Eastings) in US survey feet.
- b) Adjusted coordinates (Northings and Eastings) in US survey feet.
- c) Station error ellipse values (semi-major and semi-minor axis values) in meters
- d) Relative (baseline) error ellipse values (semi-major and semi-minor axis values) in US survey feet.
- e) Precision (ppm) of observed baselines
- f) Number of Degrees of Freedom (Redundancy).

The information shall be referenced to the field notebooks by book and page number. All field records and computations, and all results shall be delivered to the MARC project manager with the control data upon completion of the work. Computations must be made in accordance with the published standards of the FGCS.

B.2.5.4 Control Data

The Contractor shall furnish the project manager with complete information as listed below on all control points established and/or recovered by the Contractor:

- a) Designation of station and sequential number.
- b) Establishing agency (name of Contractor and of subcontractor who established the control point).
- c) Date of establishment.
- d) Horizontal and/or vertical control data. Horizontal data shall be in NAD 83/97 latitude and longitude, U.S. Survey feet.
- e) A complete description of the nature and location of the point to include a "to reach" description referenced to nearby landmarks and identified by field survey ties to two or more definable photo image points in the immediate vicinity.
- f) The location of each marked horizontal control point symbolized on the schematic control diagram map.

B.2.5.5 Field Notes and Observation Logs

Field notes and observation logs shall be carefully and neatly prepared, indexed and preserved. All data regarding the establishment and extension of horizontal control, including descriptions of all established and recovered monuments, shall be recorded. Where existing control points are recovered by the Contractor in extending the supplemental control, the field notes shall contain the following: (1) information as to the general condition of the recovered mark; (2) the original description; (3) exact letter and numbers stamped (not cast in) on the mark and amended description, if applicable; (4) Additional tie data; and (5) a key plan of the location as appropriate to facilitate future recovery.

Observation logs shall contain the following:

- a) Monument name and location
- b) Name, title of the observer
- c) Time of arrival at monument
- d) Height of instrument at beginning of observation (in feet and meters)
- e) Type and serial number of the GPS receiver
- f) Type and serial number of the Tribrach
- g) Observation period (indicate if programmed)
- h) Epoch rate
- i) Satellites observed
- j) Height of instrument at end of observation (in feet and meters)
- k) Additional notes describing problems encountered during the observation period.

An additional sheet containing an obstruction diagram shall be provided for each existing and/or new monument observed. Each baseline shall be identified by number and brief description in the field notes. If the field notes are electronically recorded, printouts of the electronically recorded field notes shall be provided.

B.2.6 General Airborne GPS Specifications

B.2.6.1 General

Airborne GPS solutions shall be required to utilize dual-frequency GPS systems during the aerial photography missions. The Contractor shall post-process the airborne GPS data relative to simultaneous observations collected at fixed land-based reference stations. Geodetic positions corresponding to the photo centers at the instant of exposure shall be calculated and later combined with existing control point values in an analytical aerotriangulation solution.

B.2.6.2 Accuracy

Camera perspective centers must be accurate to within .10m in XY and 0.20 m in Z. GPS antenna positions shall be accurate to within .05m.

B.2.6.3 Ground Stations

The Contractor shall have a minimum of two GPS ground stations active during the flight missions. These stations shall be located within the project area at specified distance of the flight mission for the day.

B.2.6.4 Satellite Geometry

The Positional Dilution of Precision (PDOP) or the Geometrical Dilution of Precision (GDOP) shall not be greater than three (3) for 90 percent of the flight lines and not greater than five (5) for the remaining 10 percent.

B.2.6.5 Post Processing Software

The GPS post-processing software must be capable of backward and forward processing

B.2.6.6 Reporting

At the conclusion of Airborne GPS collection, the Contractor shall be required to submit a report of GPS observations and results data, observation logs, and data analysis and adjustments. This report shall be kept for reference.

B.3 AEROTRIANGULATION SPECIFICATIONS

B.3.1 General

The Contractor should include in the response a description for the proposed method of aerotriangulation. The appropriate triangulation specification will be chosen based on the project requirements, accuracy standards and recommendations made by Contractor. General specifications are included below and any recommended variations should include a justification of the alternate approach.

B.3.2 Area to be Triangulated

Blocks of imagery for aerotriangulation shall overlap all adjacent blocks to ensure continuity of accuracy over the entire project area.

B.3.3 Standards

The positional accuracy (vector of both Northing and Easting coordinate errors) of passpoints established by aerial triangulation shall be sufficient to support the production of digital orthophotos. Triangulation to support additional photogrammetric mapping may require revisions to include any additional ground required to meet the accuracy standards contained herein.

At a minimum, the positional accuracy of passpoints and tie points established through aerotriangulation shall meet or exceed each of the following conditions:

- Root mean square error of the final block adjustment at all control points and check points shall not exceed 1/7,500 of the flight height.
- The maximum allowable error of any point shall not exceed the RMSE * 3.

B.3.4 Coordinate System

All horizontal ground positions determined by aerotriangulation shall be in the appropriate State Plane Coordinate System:

- Kansas State Plane Coordinate System (North Zone) NAD 1983/97 Adjustment.
- Missouri State Plane Coordinate System (West Zone) NAD 1983/97 Adjustment.

All vertical positions shall be referenced to NAVD 1988. All final values will be in US Survey feet.

B.3.5 Aerial Triangulation Report

Immediately upon completion of all aerial triangulation work, the Contractor will prepare a formal aerial triangulation report for submission to MARC. The report will include, but not necessarily be limited to, the following:

B.3.5.1 Control and Flight Line Indexes

1. Flight lines
2. Exposure stations or model layout
3. All control points appropriately labeled with station designations, computer designations (if any), agency responsible for establishing the stations, orders of accuracy, and an indication of whether individual points were targeted or photo-identifiable.

B.3.5.2 Aerial Triangulation Results

1. Surveyed values for all input ground control points. The Contractor shall be responsible for verifying that the values of all control points are the original adjusted survey values, and not values calculated through an earlier aerotriangulation process.
2. All misclosures at ground control points with and without use of checkpoints.
3. Computer printout of the final adjusted aerotriangulation solution to horizontal and vertical ground control. The printout should contain the final State Plane Coordinates for all ground control points, pass points and check points.
4. Identification of all points which were included in the initial solution and subsequently discarded, with an explanation of the reasons for being discarded.
5. Identification of the weighting factors applied to all points used in the final solution.
6. CD-ROM or removable hard drive containing the coordinate data in ASCII format.

B.3.5.3 Narrative

The report shall include a brief narrative tying together aerotriangulation specifications as well as descriptions of laboratory equipment, procedures and computer programs used. Root-mean-square (RMS) error summaries will be given for bundle adjustment photographic measurement residuals or strip tie point residuals and misclosures at control/check points. In addition, significant misfits encountered at control points, and steps taken to analyze such misfits and to rectify the discrepancies, will be fully described.

B.4. DIGITAL ORTHOPHOTO SPECIFICATIONS

B.4.1 General

MARC requires digital orthophotos (ortho images) to cover a portion of the project area (tiling to the described section tiling scheme). Raw aerial imagery shall be digitally rectified to an orthographic projection on a pixel-by-pixel basis. Source materials for digital orthophotos will be the previously mentioned aerial photographs, aerotriangulation data and existing digital elevation models updated as necessary.

MARC requires that digital orthophotos be created using a direct-to-digital approach.

B.4.2 Equipment and Production Specifications

Respondents shall discuss the production procedures and equipment that will be used to produce the digital orthophotos. In particular, the rectification procedures to be used shall be discussed. In formulating the technical plan, the following production specifications shall be adhered to.

B.4.2.1 DEM Data Collection

Photogrammetric elevation data used as input in the rectification process shall be existing elevation data updated as needed. The updated elevation data should consist of points spaced at regular intervals along a grid and shall be dense enough to eliminate the need for breaklines at significant terrain breaks, including the street centerline, while still attaining appropriate contracted ASPRS accuracy levels.

The DEM or DTM must be generated at a density level necessary to support the accuracy specifications listed in this document.

B.4.2.2 Processing

Creation of the digital orthophoto shall utilize several types of inputs. These inputs shall include:

1. The unrectified raster image file of the aerial photography
2. A digital elevation model
3. Ground control and pass points.

These three input sources shall be used to register the raw image file mathematically to the data to determine the location of the pixels with respect to the ground and to remove relief displacement from the image file.

Second generation orthorectification is not preferred; please indicate if your firm sees a benefit for this process in any part of the project area.

B.4.2.3 Ground Resolution

Digital orthophotos will be delivered at a resolution of 0.5' or 1.0' as determined by the final contract.

B.4.2.4 Image Radiometry

Image shall be represented as True Color 24 Bit RGB. Images shall have consistent tone and contrast across entire image set or it will be cause for rejection.

B.4.2.5 Image Mosaicking

Where two or more digital orthophoto images are mosaicked, the image judged to have the best contrast shall be used as the reference image. All other images shall have their brightness values adjusted to that of the reference image. MARC will work with the Contractor in the early stages to determine the reference image.

Join lines between overlapping images shall be chosen so as to minimize tonal variations. Localized adjustment of the brightness values shall be performed to minimize tonal differences between join areas.

B.4.2.6 Image Quality

Orthophotos shall not contain defects such as out-of-focus imagery, dust marks, scratches, or inconsistencies in tone and density between individual orthophotos and/or adjacent sheets.

The Contractor shall correct distortions caused by elevated or depressed structures such as bridges, rail beds, overpasses and steep terrain. MARC shall reject any image that contains these types of distortions. The images should also have consistent contrast across mosaicked images. This may require radiometric correction of delivered digital images.

Exhibit C Project Area

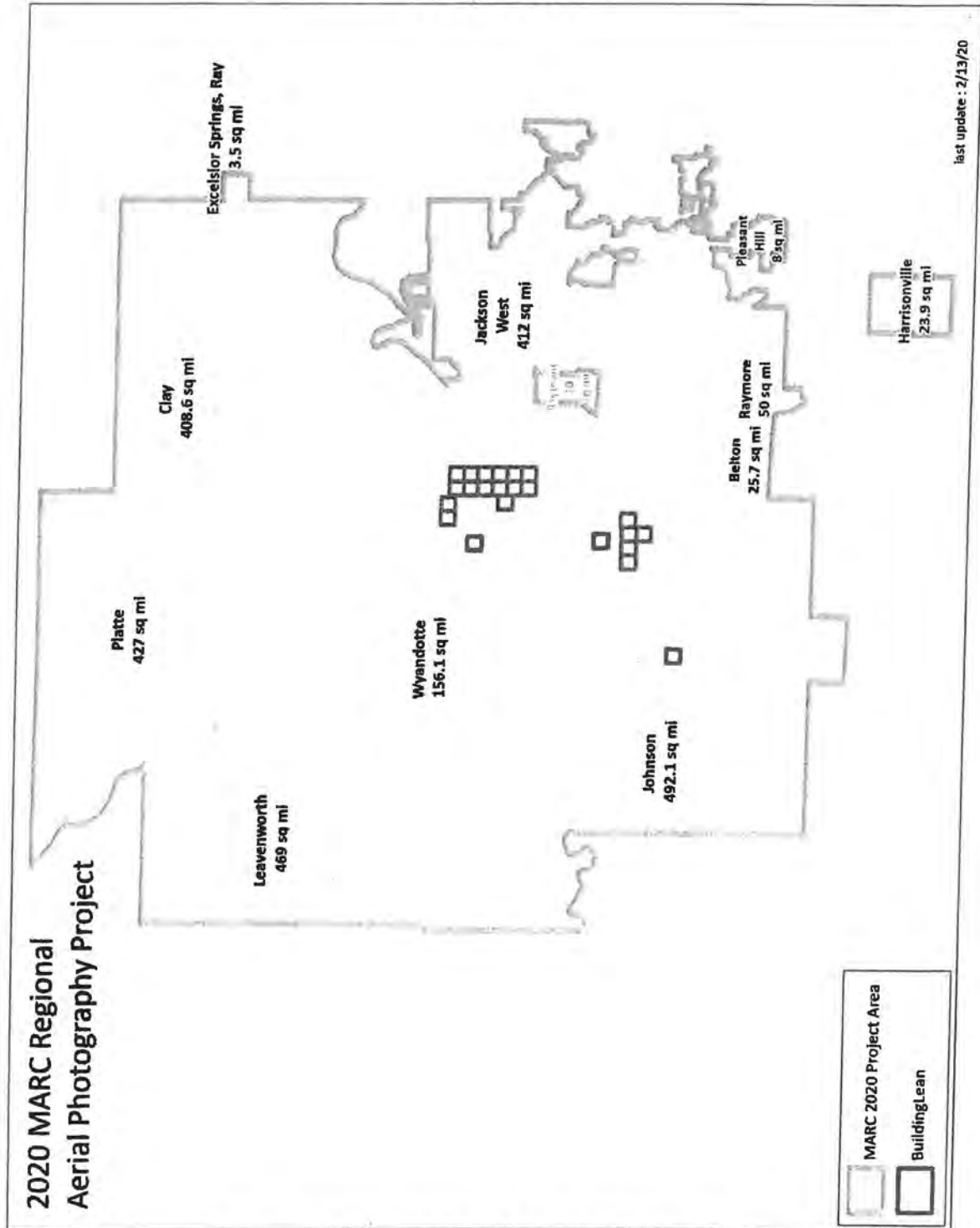


Exhibit D Project Schedule

Task 1: Ground Control and Flight Planning	Completion 2/15 - 3/7/2020
Task 2: Imagery Capture	Estimated completion 3/26/2020
Task 2a: Reference imagery delivery - L1	Estimated completion 3/26/2020
(Assumes sample imagery will be provided (not all imagery))	
Task 2b: Reference imagery review/approval	Five (5) days from receipt of imagery
Task 3: Analytical Aerotriangulation	Est. completion 4/13 - 5/12/2020
Task 4: Digital Orthophotography	
Task 4a: Pilot orthophoto delivery	Estimated completion 5/17/2020
Task 4b: Pilot orthophoto acceptance	Estimated completion 5/31/2020
Task 4c: Original orthophoto delivery	Completed by 8/1/2020
Task 5: Quality Assurance and Quality Control	
Task 5a: MARC Tile QC	Completed by 8/15/2020
Task 5b: Contractor. revisions to ortho tile QC	30 days after receipt from MARC
Task 6: Final Product Delivery & Metadata	14 days after MARC QC approval

Modifications to this schedule shall be made in writing and agreed to by both parties.

Exhibit E Quoted Project Costs

MARC is responsible for providing the tiling templates for both the PLSS and non-PLSS areas.

Costs provided in Surdex RFP response

Product/Service	RFP Square miles	Cost per Square Mile
Six-inch imagery, Class 1	2,423	\$75.00
4 Band IR capture	2,423	Included
4 Band IR processing		Included
Building Lean Reduction	23	\$162.50

Additional Services	Cost
Cost per county to retile to PLSS Sections	\$250 per county / city
Cost to create County Mr. SID mosaics	\$500 per county / city
Capture and processing of oblique imagery (6").	\$195 per sq. mile
(Oblique) Pictometry Connect	\$2,200 per year

Exhibit F Acceptance Criteria

Digital Orthophotography Acceptance Criteria	
Item	Acceptability
Media: USB external hard drive	Media is readable, all files accessible, no files corrupted
File Name	Conforms to the convention agreed upon by participating jurisdictions.
Data Format	GeoTIFF, MrSID; ArcGIS readable with georeferenced world files
Files must open in correct location	GeoTIFF images must georeference properly in ArcGIS 10.x
Tiling Scheme	5000' x 5000' or PLSS tiling scheme and including a tiling index stored as polygons attributed with the image tile numbers and delivered in ESRI shapefile format
Tiles	No void areas within tiles, except along outer edge of the flight region where needed to satisfy the 300' buffer requirement. No gaps or overlap between tiles.
Ground resolution	6" or 1' per regional map
Coverage	6 full counties and two partial counties + 300' beyond regional boundary. (Partial tiles are permissible along the outer boundary in order to complete the 300' outer buffer.)
Projection	Kansas State Plane North or Missouri State Plane West
Horizontal Datum	NAD 83/97
Units	U.S. Survey Feet
24 bit color	256 levels for each band, 0-black, 255-white
Metadata	FGDC Content Standard for each county. Provided in XML format readable by ArcGIS Desktop.
Horizontal Accuracy	6" pixels at 1"=100' will be within 1.0 ft RMSE, 1 ft pixels at 1"=400' will be within 4.0 ft RMSE, ASPRS Accuracy Standard for Large-Scale Maps, Class 1 Map Accuracy
Image appearance	The difference in average pixel values on either side of a mosaic seam-line should generally not exceed 50 (30 preferred), when measured on a homogeneous surface with similar characteristics (water surfaces are exempt from this requirement). Greater differences may be allowed if the correction will cause significant degradation of the image content on either side. No over or under saturation, or dropout. Not too dark or washed out. Not grainy or appear compressed. Color saturation is achieved so that minimum colors do not look like a grayscale and maximum colors do not bleed into another area of the image.

Digital Orthophotography Acceptance Criteria (cont.)	
Radiometry	Radiometry should be consistent throughout the imagery, on large and small scales. Mosaic seamlines should not produce great visual (tonal, brightness) differences in imagery on either side (water being exempt from this requirement). In some instances, greater differences may be allowed if the correction will cause significant degradation of the image content on either side. Color balancing between tiles should be as consistent as possible. Radiometry target chips will be reviewed and approved by the county prior to orthoimagery production. The chips will provide a guide and expectation of final imagery appearance.
Artifacts	No visible blemishes introduced through digital imaging or processing.
Smears	Where possible image smears caused by elevation model problems will be corrected by adding mass points or breaklines to reflect actual terrain.
Warped and wavy features	Major linear ground features (roads, railroad, etc.) should not deviate from their apparent path by more than 3 pixels measured perpendicular to the feature within any 100 pixel distance measured along the feature length.
Mosaic lines	No mosaic lines through major buildings (e.g. large industrial buildings, malls) or major above-ground transportation structures (elevated freeways). All other seam lines will be along image boundary regardless of feature. Seam lines should not be significantly visible at the viewing scale for which the imagery is produced.
Building lean	No acceptance criteria for building lean. Building lean will be apparent but minimized due to orthorectification of every exposure. In areas captured in building lean areas, building lean should be markedly reduced.
Bridges	Bridges and overpasses continuous and fit to DTM with added breaklines.
Cloud Cover/Shadows	No cloud cover or cloud shadows. Minor cloud cover/shadows only accepted where they do not affect interpretability of major features.
Fail Leaf-Off	Where a compiler can't tell if buildings or drainage exists or has to guess at building outline or road edge due to foliage cover.

Exhibit G

Federal Terms and Conditions

NONDISCRIMINATION (49 CFR Part 21). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

The Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

In all solicitations, whether by competitive bidding or negotiation, made by the The Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

AMERICANS WITH DISABILITIES ACT. The Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, the Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons

with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

AFFIRMATIVE ACTION IN EMPLOYMENT. The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and also agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)). During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or

national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

PROHIBITION AGAINST SUBSTANCE ABUSE. The Contractor shall comply with the requirements of the Omnibus

Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

LOBBYING. The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

Exhibit H

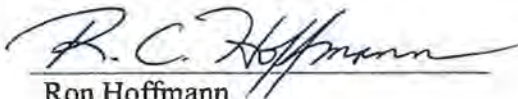
Certificate of Debarment and Suspension

Contractor hereby certifies to the best of its knowledge and belief that it and its principals, affiliates and approved subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against them for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) a violation of Federal or State antitrust statutes, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three (3) year period preceding the date of the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification that must be approved in writing by MARC prior to the commencement of the Agreement.

By:


Ron Hoffmann
President

Date: 02/28/2020

Cass County Cost Model

Participant	Participant Sq. Miles	% of Total	Raw Cost	MARC Fee	Participant Cost
Belton	27	28%	\$ 1,817.31	\$ 40.50	\$ 1,857.81
Harrisonville	24	25%	\$ 1,615.38	\$ 36.00	\$ 1,651.38
Kansas City	1	1%	\$ 67.31	\$ 1.50	\$ 68.81
Raymore	22	23%	\$ 1,480.77	\$ 33.00	\$ 1,513.77
Lee's Summit	2	2%	\$ 134.62	\$ 3.00	\$ 137.62
Little Blue Valley Sewer District (LBVSD)	11	11%	\$ 740.38	\$ 16.50	\$ 756.88
Pleasant Hill	10	10%	\$ 673.08	\$ 15.00	\$ 688.08
Totals	97	100%	\$ 6,528.85	\$ 145.50	\$ 6,674.35



Remit To:
600 Broadway Suite 200
Kansas City, MO 64105-1659
Phone: (816) 474-4240
Fax: (816) 421-7758

Invoice	S-I-0001727
Date	3/2/2020
Grant No.	52480-2020
Page	1

Bill To:

City of Belton

Ryan Vaughan
520 Main St
Belton MO 64012

Return one copy with payment.

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	BELTON-GIS	Jay Heermann	Net 45	13,002
Item Number	Description			Ext. Price
52480-2020	2020 Regional Imagery Cost Share Project; includes \$40.50 MARC fee			\$1,857.81
			Subtotal	\$1,857.81
			Misc	\$0.00
			Total	\$1,857.81

SECTION VI

E

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 2020.

WHEREAS, the City Council duly adopted and enacted Ordinance No .2020-4561, which granted the Mayor and City Manager with certain contracting authority during the pendency of the State of Emergency declared by the President, Governor, Cass County Health Department, and Mayor; and

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. The City Council hereby approves of the Public Service Agreement herein attached and incorporated as **Exhibit A** to this ordinance, and ratifies and authorizes the Mayor's execution of the same, 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 _____, 2020

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 ___, 2020, and thereafter adopted as Ordinance No. 2020-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of ___, 2020, after the second reading thereof by the following:

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

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

**2020 Fall Festival
PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF BELTON
AND
DOWNTOWN BELTON MAIN STREET, INC**

This Agreement made and entered into this 26th day of March 2020, 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 11 and 12, 2020 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 11 and 12, 2020.

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

The City may terminate this Agreement at any time upon providing Main Street written notification of the same. Either Party shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that the other Party 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.
519 London Way
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.

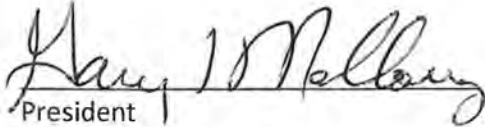
XV. FORCE MAJEURE

The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, adverse weather conditions,

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, compliance with any law, ordinance, regulation, ruling, order or other governmental action, or other contingencies the non-occurrence of which was a basic assumption on which this agreement was made, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

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


DOWNTOWN BELTON MAIN STREET, INC.


President

ATTEST:


Treasurer

CITY OF BELTON, MISSOURI
A Municipal Corporation


Mayor

ATTEST:


City Clerk Deputy City Clerk

ATTACHMENT A

Coordinated Fall Festival activities

Friday, September 11, 2020 4:00-10:00 pm

Saturday, September 12, 2020 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 9/10/2020 in the evening, with approval from the Police Department – provide the city with a copy of the sign that will be posted
- Use traffic channelizers to close the intersections of Main & Herschel/Ella/Walnut/Chestnut/Loop Rd. (see map)
- Inform the Belton School District and school bus company of the street closures
- 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 9/10/2020 and picked up 9/14/2020
- 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

- Streetlights turned on for constant power supply from the streetlight poles
- Check streetlights on Main, Loop, Walnut and Ella adjacent to Main St to make sure any burned out lights are replaced

Water Department

- Water provided to vendors through outside faucets at City Hall

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 9/10/2020 in the evening
- Security and traffic control (BEMA)

Fall Festival Street Closings

9/11-9/12-2020

Chestnut

Alley

XXXXXXXXXX

MAIN ST.

LOOP

ROAD

Walnut

Elia

XXXXXXXXXX

HERSCHEL ST

SECTION VI

F

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 WINE & BREWS ON MAIN STREET FESTIVAL IN BELTON, MISSOURI IN JUNE 2020.

WHEREAS, the City Council duly adopted and enacted Ordinance No.2020-4561, which granted the Mayor and City Manager with certain contracting authority during the pendency of the State of Emergency declared by the President, Governor, Cass County Health Department, and Mayor; and

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

WHEREAS, the City of Belton has determined that the Wine & Brews on Main Street Festival is in the best interests of the City by promoting economic development activities, strengthening the central business district and supporting the Belton Educational Foundation; and

WHEREAS, the City of Belton contributes to this public festival by providing access to special event liability insurance and use of city properties and services in the downtown area.

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

- Section 1.** The City Council hereby approves of the Public Service Agreement herein attached and incorporated as **Exhibit A** to this ordinance and ratifies and authorizes the Mayor's execution of the same, to facilitate the Wine & Brews on Main Street 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 ____, 2020

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 ____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2020, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

**2020 Wine & Brews on Main Street Festival
PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF BELTON
AND
DOWNTOWN BELTON MAIN STREET, INC**

This Agreement made and entered into this 26th day of March, 2020, 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 Wine & Brews on Main Street Festival ("Wine 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 Wine Festival (hereinafter "City Assistance"); and

WHEREAS, the City has determined that the Wine Festival is in the best interest of the City because it promotes 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 Wine Festival, as outlined in **Attachment A** of this Agreement, on June 6, 2020.

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 Wine 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 June 6, 2020.

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 of 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

The City may terminate this Agreement at any time upon providing Main Street written notification of the same. Either Party shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that the other Party 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.
519 London Way
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 affected 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.

XV. FORCE MAJEURE

The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, adverse weather conditions,

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, compliance with any law, ordinance, regulation, ruling, order or other governmental action, or other contingencies the non-occurrence of which was a basic assumption on which this agreement was made, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

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

DOWNTOWN BELTON MAIN STREET, INC.



President

ATTEST:

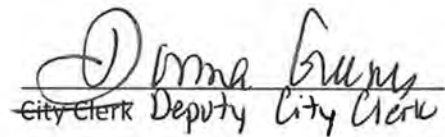

Treasurer

CITY OF BELTON, MISSOURI

A Municipal Corporation


Mayor

ATTEST:


~~City Clerk~~ Deputy City Clerk

ATTACHMENT A
COORDINATED WINE & BREWS on MAIN STREET ACTIVITIES
Saturday, June 6, 2020 2:00 pm – 6:00 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 St. on June 5, 2020 in the evening, with approval from the Police Department – provide the city with a copy of the sign that will be posted
- Use traffic channelizers to close the intersections of Main St. & Walnut (see map) and to also completely close the area of Main St. where the wine festival will be taking place.
- Ensure all participants of the wine festival have had their IDs checked upon entrance and receive a hand stamp and/or wrist band.
- Inform the Belton School District and school bus company of the street closures.
- 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 June 5, 2020 and picked up June 7, 2020.
- Clean up streets and sidewalks – before and after
- Staff the festival
- Provide post-festival evaluation
- Coordinate with the City Clerk’s office for necessary approvals and permits, including but not limited to, liquor 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/share event on website/social media/TV

Street Department

- Streetlights turned on for constant power supply from the streetlight poles

Park Department

- Provide trash barrels – two per block and two on Loop Rd
- 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 St. on June 5, 2020 in the evening

Winefestival Street Closings 6/6/2020

10am - 7pm

Chestnut

XXXXXXXX

MAT

N

ST.

Walnut

XXXX

XXXX

XXXXXX

ELLA

fence &/or traffic cones
XXXX

SECTION VII

A

R2020-14

A RESOLUTION APPROVING A FARM LEASE AGREEMENT WITH DWAYNE PERKINS, A PRIVATE CONTRACTOR, TO CUT AND BALE HAY ON FARMABLE LAND ON THE WASTEWATER TREATMENT PLANT'S PROPERTY FOR FIVE (5) YEARS THROUGH DECEMBER 31, 2025.

WHEREAS, on March 12, 2020, an Advertisement for Bids for the Farm Lease Agreement Cutting and Baling Hay on farmable land on the Wastewater Treatment Plant was posted. Sealed bids were opened on March 26, 2020;

WHEREAS, City Council believes that it is in the best interest of the citizens of Belton to approve the he Farm Lease Agreement with Dwayne Perkins, a private contractor, to cut and bale hay on farmable land on the Wastewater Treatment Plant's property for a term of five (5) year through December 31, 2025. Per this agreement, \$750.00 per year will be generated for the wastewater fund.

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

SECTION 1. That the Farm Lease Agreement with Dwayne Perkins, a private contractor, to cut and bale hay on farmable land on the Wastewater Treatment Plant's property, herein attached as **Exhibit A**, is hereby approved for five (5) years through December 31, 2025.

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

Duly read and passed this ____ day of ____, 2020.

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 ____, 2020, and adopted at a regular meeting of the City Council held the ____ day of ____, 2020 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: April 2, 2020

DIVISION: Water Services

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 checked="" 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 12, 2020, an Advertisement for Bids for the Farm Lease Agreement Cutting & Baling Hay at the City's Wastewater Treatment Plant was posted. Sealed bids were opened on March 26, 2020. Staff recommends allowing a private contractor, Dwayne Perkins, to cut and bale hay on the Wastewater Treatment Plant property. The farmable acreage is 36.52 acres.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Dwayne Perkins
Amount of Request/Contract:	\$ 750.00 revenue per year for 5 years to Wastewater Fund
Amount Budgeted:	\$ 0
Funding Source:	N/A
Additional Funds:	\$ 0
Funding Source:	N/A
Encumbered:	\$ 0
Funds Remaining:	\$ 0

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a Farm Lease Agreement with Dwayne Perkins, a private contractor, to cut and bale hay on farmable land on the Wastewater Treatment Plant's property for a term of five (5) years through December 31, 2025.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Agreement

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease"), is made and entered into this ____ day of _____, 2020, between the CITY OF BELTON, a municipal corporation organized and existing as a charter city under the laws of the State of Missouri ("City" or "Lessor"), and _____ ("Lessee").

RECITALS

1. The City has determined that this Lease embodies reasonable and necessary terms and conditions for preservation and operation of a farming operation and recognizes that in order to provide for the successful operation of said farming operation, and for the greatest benefit to the public, this Premises (as defined below) must be considered to be a business enterprise under this Lease.

2. Following a public bidding process, the City duly selected Lessee's bid. The City now desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from the City, for the sole purpose of permitting Lessee to cut and bale hay in accordance with the terms and conditions of this Lease.

AGREEMENT

THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

A. DESCRIPTION OF LEASED PREMISES:

1. The leased premises ("Premises") consist of certain real property owned by the City, all as legally described on Exhibit A and as shown on Exhibit B, which exhibits are attached hereto and made a part hereof. The Premises includes the City's waste water treatment facility and auxiliary improvements ("Facility") and certain portions of the land surrounding the Facility, or approximately 35.62 acres as shown in Exhibit B, may be suitable for a farming operation. The City makes no representation as to the quality or quantity of hay to be cut and baled from the Premises while this Lease is in effect.
2. Lessee, having inspected the Premises, does accept the Premises together with improvements thereon all in an "AS IS" condition. Lessee acknowledges that no representation, statements or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the Premises (including, but not limited to, physical and environmental conditions of the Premises) or the use or occupation that may be made thereof. Lessee further acknowledges that the City shall in no way whatsoever be liable for any latent defects in the Premises, improvements or facilities provided herein and that Lessee takes possession hereunder and agrees that the City shall have no obligation to improve, repair, restore, rebuild, refurbish or otherwise incur any expense in improving

and/or changing the condition of the Premises or the Facility at such times hereafter during the term of this Lease or any extension thereof. Lessee further acknowledges that Lessee's invitees, servants, agents, employees and representatives have visited the Premises and all appurtenant facilities and have otherwise become fully acquainted with the conditions relevant to the Premises and their operation.

B. USE OF THE PREMISES:

1. The Premises shall be used by Lessee and Lessee's invitees, servants, agents, employees and representatives solely for the purpose of cutting and baling hay and for no other use without the prior written consent of the City, which consent may be given or withheld at the sole and absolute discretion of the City. Lessee shall cause all baled hay to be removed from the Premises within ninety (90) days of being cut.
2. Prohibited Activities. Lessee agrees not to use the Premises for, or to carry on or permit any offensive, noisy or dangerous activity or any nuisance or any activity against public policy. Lessee shall not use, store or release hazardous substances in, upon or under the Premises. Lessee further agrees not to use or permit the use of the Premises for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by the City or Lessee. Lessee agrees to comply with and conform to all laws and ordinances, municipal, state, federal and/or other governmental authority and any and all requirements or orders of any municipal, state, federal or other governmental board of authority, present or future, relating to the condition, use or occupancy of the Premises, all in a manner to ensure that the City incurs no liability under such laws. Notwithstanding anything to the contrary in this Lease, Lessee shall not perform any work or use the Premises in any manner that interferes with the City's use of the Premises for operation of the Facility, it being understood that operation of the Facility is a critical municipal function and that Lessee's right to use the Premises under this Lease is subordinate to the continued and uninterrupted operation of the Facility.
3. The City may at any time modify or expand the Facility and add structures within the Premises as the City may determine, in its sole and absolute discretion, is in the best interest of the City for provision of waste water treatment services to the general public. If the additional structures reduce the farmable area by more than 20%, this Lease may be renegotiated and amended upon execution of a written instrument signed by both parties.
4. Lessee represents and warrants that Lessee and Lessee's invitees, servants, agents, employees and representatives have and shall have the capacity, knowledge, expertise and desire to properly and lawfully operate and preserve the aforesaid farming operation under the terms and conditions provided herein. Lessee further represents and warrants that Lessee and Lessee's invitees, servants, agents,

employees and representatives shall at all times during the performance of work under the terms of this Lease be familiar with and comply with all applicable federal, state and local statutes, including, but not limited to, all local, county and state, and specific traffic regulations established for the streets, roads leading to and from the Premises.

C. TERM OF LEASE:

1. Term. Subject to early termination as provided herein, the term of this Lease shall be for a five (5)-year period commencing on January 1, 2020 and expiring on December 31, 2024 ("Term"). Upon written agreement of the parties, the Term may be extended for one additional year to and including December 31, 2025 according the same terms and conditions as provided herein.
2. Early Termination. The City may, at its option, and with thirty (30) days written notice to Lessee, terminate this Lease with or without cause.

D. ALTERATIONS: Lessee shall not make any material and/or structural alterations, changes and/or additions to the Premises without the prior written consent of the City, which consent may be given or withheld in the City's sole and absolute discretion. Lessee agrees to indemnify and save the City from all liens, claims, demands and/or costs (including, without limitation, attorney's fees) arising out of any alterations, changes and/or additions made by Lessee as herein allowed and Lessee shall not suffer any such lien or charge to be created against the Premises.

E. MAINTENANCE AND REPAIRS:

1. Lessee shall cultivate and manage the Premises according to locally accepted farming practices; and keep all ditches, drains and watercourses open, clean and in good working order. Lessee shall not contaminate or allow to be contaminated any water, well, pond, or lake on the Premises.
 - (a) The Lessee shall make a reasonable effort to retard and prevent soil erosion.
 - (b) The Lessee shall do its best to prevent any noxious weeds from going to seed.
 - (c) The Lessee shall not remove or allow removal of any soil.

F. RENT: The annual rent for the Term shall be the sum of SEVEN HUNDRED + FIFTY and 00/100 Dollars (\$ 750⁰⁰) ("Rent"). Beginning on July 1, 2020 and on each July 1 thereafter during the Term, Lessee shall pay the Rent to the "City of Belton" delivered to 506 Main Street, Belton, Missouri 64012.

G. LIENS: Lessee shall keep the Premises and any improvements thereon free from any and all liens arising out of any work performed, materials furnished or obligations

incurred by Lessee or Lessee's invitees, servants, agents, employees or representatives and Lessee agrees to reimburse the City for any attorney's fees incurred in defense of proceedings to establish, enforce or foreclose such liens.

- H. TAXES: If at any time during the Term, under the laws of the State of Missouri or any political subdivision thereof, a tax or excise on rents or any other tax however described is levied or assessed against Lessee on the Rent or any portion thereof payable hereunder, or any tax levied or assessed against the leasehold interest created by this Lease, Lessee covenants to pay and discharge such tax or excise on or before the last day upon which same, or any installment thereof, if the same is being paid in installments, may be paid prior to delinquency.
- I. TRASH: The prompt, efficient collection and disposal of trash, clippings and refuse is essential to the proper maintenance of the Premises and Lessee shall be responsible for such collection and disposal from the Premises at its own expense and in accordance with the applicable laws and ordinances. Lessee shall not pile or store (except temporarily awaiting prompt collection in service areas out of public view and approved by City) clippings, trimmings, cans, barrels, cartons, used equipment, scrap or other similar debris on or about the Premises.
- J. SIGNS: Lessee shall not permit, allow or cause to be erected, installed, maintained, painted, displayed and/or used on, in or at the Premises or any part thereof, any exterior or interior sign whatsoever or advertising devices, without obtaining the prior written consent of the City.
- K. INDEMNIFICATION:
1. Lessee shall indemnify and hold the City harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or damage to any person or persons, including without limitation, Lessee or Lessee's invitees, servants, representatives, agents and employees, or property of any kind whatsoever while in, upon or in any way connected with the Lessee's or Lessee's invitees', servants', representatives', agents' or employees' use of or work on the Premises, or the appurtenances, including without limitation the Facility, the flooding of roads or neighboring lands caused by improper or inadequate drainage, or the use of any equipment of Lessee's or of Lessee's invitees', servants', representatives', agents' or employees' on or off the Premises, during the Term or any occupancy hereunder. Lessee hereby covenanting and agreeing to indemnify, protect and save the City harmless from all liability, loss, costs and obligations on account of or arising out of any such injuries or losses however occurring, except as may result from the sole negligence of the City or its officers, agents or employees.
 2. Lessee, as a material part of the consideration to be rendered to the City, hereby waives all claims against the City for damages to goods, wares, merchandise and/or personal property in, upon or about the Premises, excepting damage solely

resulting from the wanton acts or willful omissions of the City or its officers, agents or employees.

L. INSURANCE:

1. Liability. Lessee agrees to at all times herein, maintain general public liability insurance in limits of not less than one million and no/100 dollars (\$1,000,000.00) combined single limit coverage.
2. Form of Policies. All insurance policies required, pursuant to the terms hereof, shall name the City as an additional insured and shall contain a provision that such policy shall not terminate (by expiration, lapse or otherwise) nor be amended in any manner so as to adversely affect the amount of scope of coverage without at least ten (10) days prior written notice to the City. Lessee shall deliver to and keep in possession of City at all times during the pursuant to the terms of this Lease. If at any time during the T, Lessee does not deliver to City at least five (5) days prior to the expiration thereof, certificates or other evidence satisfactory to City evidencing the proper renewal or replacement of such expiring policy of insurance required pursuant to the terms hereof, City shall have the right, but not the obligation, to obtain such insurance as City shall determine to be necessary to protect City's interest, and the costs of such insurance shall be deemed to be additional Rent, payable upon demand by City. As a further remedy hereunder, City shall have the right, to the extent permitted by law, if such certificate or other evidence of insurance required pursuant to the terms hereof is not presented at least five (5) days prior to the expiration of such insurance, to refuse to permit Lessee to perform work upon the Premises so long as City has not received such evidence of insurance, and to take such actions, including but not limited denying access to the Premises, as is necessary to enforce its refusal to permit Lessee to perform work as hereinabove provided, all without being guilty of any violation of this Lease and without such actions causing or allowing of the abatement of Rent hereunder.

M. INSPECTION AND USE OF PREMISES BY CITY: Lessee shall permit the agents, employees or appointees of the City to enter in and upon the Premises at all reasonable times for the purpose of inspecting the same. Notwithstanding anything in this Lease to the contrary, the City and its agents, employees or appointees may use the Premises for any authorized purpose but only to the extent that such use does not interfere with the Lessee's permitted use of the Premises as provided herein. Lessee acknowledges that the City's operation of the Facility will not interfere with the Lessee's permitted use of the Premises as provided herein.

N. EMINENT DOMAIN: If the entire Premises shall be taken by consideration by any governmental authority (other than the City) or conveyed in lieu of condemnation, or if a portion of the Premises shall be so taken or conveyed so as to render the Premises unusable for the purpose of this Lease, this Lease shall terminate as of the date of possession shall be required by said governmental authority, and the parties shall be

released from all further liability hereunder, except the City shall rebate to Lessee any advance minimum rental payment made to secure occupancy and operations which would otherwise have occurred after taking by condemnation. The City shall be solely entitled to payment of compensation resulting from condemnation of all or any portion of the Premises.

O. LESSEE WARRANTIES AND PRESENTATION:

1. Lessee represents and warrants to the City, and the City relies on said representations warranties in entering into this Lease as follows:
 - (a) Lessee, on the basis of demonstrated experience and skill of Lessee with respect to cutting and baling hay, shall adequately maintain the Premises as required by this Lease.
 - (b) At the conclusion of the Term (including early termination as provided herein, if applicable), Lessee shall return the Premises in its original condition as of the first day of the commencement of the Term.

P. DEFAULT:

1. Event of Default Defined. Subject to other, more specific provisions, hereof, each of the following events, occurrences, or omissions shall be deemed an "Event of Default":
 - (a) If Lessee, after written notice, shall default in payment of Rent or any other sum or sums due under this Lease for fifteen (15) days.
 - (b) If Lessee, within thirty (30) days after written notice, fails to cure a material breach in the performance or observance of any other term, covenant or condition of this Lease, except if such default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period, and if Lessee shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default.
 - (c) Abandonment or vacation of the Premises, or failure to adequately maintain or operate the Premises in accordance with the provisions hereof;
 - (d) The filing or execution of occurrence of:
 - (1) A voluntary or involuntary Petition in Bankruptcy, or for an arrangement by or against Lessee;
 - (2) Adjudication of Lessee as a bankrupt or insolvent or insolvency in the bankruptcy or equity sense;

- (3) A petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Lessee with respect to all or substantially all of its property, except a receiver appointed at the instance of request of the City;
 - (4) A petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of Lessee by any governmental authority in connection with dissolution or liquidation;
 - (5) The taking by any person of the leasehold estate created hereby or any part thereof upon execution, attachment or other process of law or equity.
- (e) City's Election. Upon the occurrence of any Event of Default, the City, may at its option, without any further demand or notice, in addition to any other remedy or rights given hereunder by law, with or without terminating this Lease, reenter the Premises or any part thereof with or without process of law, and expel, remove and put out Lessee or any person or persons occupying the Premises and remove all personal property, trade, fixtures, fixtures and equipment, therefrom, using such force as may be necessary to again repossess and enjoy said Premises as before this Lease, without prejudice to any remedy which might otherwise be used for arrears of Rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. No such reentry or taking of possession of the premises by the City shall be construed as an election in its part to terminate this Lease unless a written notice of such intention be given to Lessee, said notice being given as provided herein. The City may likewise, at the City's option, but at the cost of Lessee and in addition to any other remedies which the City may have upon such default or failure or neglect and without notice to Lessee, petition any court of competent jurisdiction for and be entitled as a matter of right to appointment of receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or property to fully protect all the rights herein granted or reserved to the City.

The City may likewise, at the City's option and in addition, or any other remedies which the City may have upon such default failure to neglect, let and relet the Premises in whole or in time, whether less or greater than the unexpired terms and for such length of time, whether less or greater than the unexpired portion of the term of this Lease, as the City may see fit, and Lessee shall be liable for any deficiency between rentals so procured by the City for the period of said letting and reletting not to exceed, however, the balance of the original Term hereof, after deducting the costs of any such alteration or other changes, and the rental herein reserved for a period or

periods identical with the term of said letting, or reletting, and the City may institute action for the whole of such deficiency immediately upon effecting any letting or reletting and shall not thereafter be precluded from further like action in the event such letting or reletting shall not embrace the whole unexpired portion of the term hereof, of the City may monthly or at such greater intervals as it may see fit, exact payment of said deficiency then existing, and Lessee agrees to pay said deficiency then existing until the City from time to time when called upon by the City so to do and should this Lease not be terminated, the City may notwithstanding subletting or reletting, at any time thereafter elect to terminate it; or should this Lease prior to the expiration of the Term hereof, be terminated by the City by reason of any breach hereof by Lessee, the City shall thereupon, at its options, be entitled to recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the balance of the Term hereof, over the then reasonable value of the Premises for said period. Any Rent and/or other sums not paid when due as herein provided shall bear interest from the date due at the highest rate permitted by law until paid.

- (f) City's Right to Cure Defaults. In the event of Lessee's breach of any covenants in this Lease (including without limitation, Lessee's obligations in connection with maintenance and insurance), the City may at any time, upon reasonable notice (but in no event more than ten (10) days notice) to Lessee cure such breach for the account and at the expense of Lessee. If at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce the City's rights under this lease or otherwise, the sum or sums so paid by the City, together with interest thereon at the highest rate permitted by law until said, costs and damages shall be deemed to be additional Rent under this Lease and shall be due from Lessee to the City on the first day of the month following the incurring of such expenses, unless the City shall have the right to reimbursement on demand as provided in specific instances on this lease.
- 2. Non-waiver of defaults. The waiver by the City of any breach by Lessee of any term covenants or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenants or condition. No term, covenant or condition hereof can be waived except by the written consent of the City, and forbearance of indulgence by the City, in any regard whatsoever, shall not constitute a waiver of any term covenant or condition to be performed by Lessee to which the same may apply, and until complete performance by Lessee of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance.

Q. WAIVER OF SUBROGATION AND CLAIMS:

1. Lessee hereby releases the City, its officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the Premises, or to the personal property, fixtures, trade fixtures, and equipment, or inventory or other property of either the City or Lessee in, about or upon the Premises, as the case which may be caused by or result from perils, events or occurrences which are the subject of insurance carried by respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.
2. Lessee hereby waives any claim against the City and its officers, agents or employees, for damage or loss caused by the suit or proceedings directly or indirectly attacking the validity of this Lease, or any part thereof, or by any judgment or award in any suit proceeding declaring this Lease null, void or voidable, or delaying the same, or any part thereof, from being carried out.

R. ASSIGNMENT AND SUBLETTING: Lessee shall not sublet the Premises (or any part thereof) or assign this Lease or any interest herein, or permit any third party to conduct any portion of Lessee's operation on the Premises, without prior written consent of the City for each and every sublease, sub-lessee, assignment or assignee, or third party, which consent may be given or withheld in the City's sole and absolute discretion.

S. PERSONAL PROPERTY IN LEASED AREA: It is acknowledged by the parties that there are certain items of personal property owned by the City and located within area and Lessee covenants and agrees that none of such items shall be removed from the Premises without the prior written consent of the City, which consent may be given or withheld in the City's sole and absolute discretion.

T. SAFETY PROVISIONS:

1. No burning of any kind will be permitted on the Premises.
2. No hunting, fishing or trapping will be permitted on the Premises.

U. MISCELLANEOUS PROVISIONS:

1. Binding Agreement. The terms, covenants and conditions contained herein shall be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject to restriction herein

imposed on assignment by sublease. All obligations of Lessee hereunder shall apply to Lessee's invitees, servants, agents, representatives and employees.

2. Time. Time is of the essence of this lease and each and every term, covenants and condition herein contained.
3. Headings. The paragraph headings in this Lease are inserted only as a matter of convenience and for reference and now may define, limit or describe the scope of intent of this Lease or any provisions thereof or in any way affect this Lease.
4. Exhibits and Recitals. All of the exhibits attached hereto, and each of the Recitals, are hereby incorporated into and made a part of this Lease as though set out in full in this Lease.
5. Notices. All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified return receipt requested, or registered, addressed as follows or to such other address as from time to time may be designated by a part by written notice to other party:

To: City City Manager
 506 Main Street
 Belton, Missouri 64012

With a copy to: Williams & Campo, P.C.
 400 SW Longview BLVD, Suite 210
 Lee's Summit, Missouri 64081
 ATTN: Padraic Corcoran

To: Lessee XXX XXX
 XXX XXX
 Belton, Missouri 64012

6. Each term of this Lease is material and breach by Lessee of any one of the terms herein contained shall be material breach of the entire Lease.
7. Independent Contractor. For all purposes herein, Lessee is and shall be deemed to be an independent contractor.
8. No Implication of Future Conveyance. Lessee expressly acknowledges that nothing in this Lease: (a) creates or creates by implication an obligation on the part of the City to convey any part of the Premises to Lessee; or (b) grants or grants by implication a right or option of Lessee to acquire any part of the Premises.

IN WITNESS WHEREOF, we undersigned have executed this Lease the day and year first above written.

CITY OF BELTON:

Mayor Jeff Davis


(Lessee)

ATTEST:

Andrea Cunningham, City Clerk

EXHIBIT A

Legal Description

Tract I: The Northeast Quarter of the Northeast Quarter, except the North 727.10 feet of the West 600 feet thereof, of Section 12, Township 45, Range 33, Cass County, Missouri, subject to that part thereof in road.

Tract II: The North 727.10 feet of the West 600 feet of the Northeast Quarter of the Northeast Quarter of Section 12, Township 45, Range 33, Cass County, Missouri, subject to that part thereof in road.

EXHIBIT B

Drawing



WWTF Farmable Area



 Farmable Area - 30.52 Acres

0 100 200 400 Feet



I Dwayne Perkins do not knowingly employ or hire any unauthorized alien to perform work in any state.

Dwayne Perkins 3/24/20

PAGE **AMERICAN STATES INSURANCE COMPANY**

1 SEATTLE, WASHINGTON **COMMERCIAL INSURANCE POLICY** NAMED INSURED AND MAILING

DWAYNE **POLICY NUMBER** ADDRESS

RENEWAL OF -

AGENT NAME AND ADDRESS

(

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS
OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN
THIS POLICY.

(DATE) BY (AUTHORIZED REPRESENTATIVE)

9-CUPUF(0493)

COMPANY USE ONLY

() PREPARED PERKINS DIXIE PERKINS 21213 S STATE ROUTE D AMENDED

DECLARATIONS EFFECTIVE: 08-01-19

02-FF-140434-1 (UF) BELTON, MO 64012

NEW 05 19

SEE NAMED INSURED EXTENSION TWIN LAKES INSURANCE AGENCY PO BOX

970 POLICYPERIOD FROM 05-09-19 TO 05-09-20 12:01 AM LEES SUMMIT, MO 64063

STANDARD TIME AT

YOUR MAILING ADDRESS SHOWN ABOVE.

24-67651 816) 525-2125

FARM UMBRELLA POLICY 02-FF-140434-10 (UF) 725.00

NORTHEAST 25 SANHAY CB INSURED COPY 08-09-19

**** REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS ****

AFP-META2-09-PRINT001-0101-0007-W

PAGE

NAMED INSURED

LIMITS OF LIABILITY (A) EACH OCCURRENCE \$ (B) AGGREGATE LIMITS - SEPARATELY
AS RESPECTS:

(1) PRODUCTS HAZARD AND COMPLETED OPERATIONS HAZARD COMBINED \$ (2)
OCCUPATIONAL DISEASE SUSTAINED BY ALL EMPLOYEES OF ANY INSURED \$ (3) ALL
OTHER COVERAGES COMBINED (EXCEPT AUTOMOBILE LIABILITY,
WHICH IS NOT SUBJECT TO ANY AGGREGATE LIMIT) \$ (C) RETAINED LIMIT \$

9-FM (10-93) COMPANY USE ONLY

(-) PREPARED

EFFECTIVE: 08-01-19 DWAYNE PERKINS

02-FF-140434-10

1,000,000

1,000,000

1,000,000₀

ITEM 5. PREMIUM EXPLANATION. TERRORISM \$ INCLUDED

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE: C4029(0702)

POLICYHOLDER LETTER FX-99(1098) SCHEDULE OF UNDERLYING INS

FX-100(1098) FARM UMB LIAB COVERAGE FORM FX-113(1099) MO CHGS - CANCEL

AND NONRENE

NORTHEAST 25 888 08-09-19

**** REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS ****

FARM UMBRELLA LIABILITY POLICY

POLICY NUMBER:

AFP-META2-09-PRINT001-0101-0009-W

*** POLICY EFFECTIVE: CHANGE 08/01/19

EXTENSION REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS **** PAGE 02 NAMED

INSURED: DWAYNE PERKINS POLICY NUMBER: 02-FF-140434-1 (FC)

***** * ***** COMMERCIAL AUTO * THE

----- FOLLOWING HAS BEEN CHANGED -----

ITEM ----- TWO -- SCHEDULE OF COVERAGES AND COVERED AUTOS

----- LIABILITY

----- UNINSURED

----- AUTO

----- COMPREHENSIVE EACH MEDICAL COVERED

MOTORISTS COVERAGES PAYMENTS AUTO -----

COLLISION ----- UNDERINSURED

----- MOTORIST (UIM) -----

----- LESSER CASH REPAIR LESSER CASH REPAIR \$ \$ \$ \$ LIMIT

INSURANCE 1,000,000 1,000,000 VALUE VALUE 1,000,000 OF COST OF COST

Bid Title:	Farm Lease Agreement - Cutting & Baling Hay at City's Wastewater Treatment Plant
Category:	Engineering
Status:	Open

Description:

**CITY OF BELTON, MISSOURI ("Owner")
FARM LEASE AGREEMENT
CUTTING & BALING HAY AT
CITY'S WASTEWATER TREATMENT PLANT

ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the City of Belton at City Hall, 506 Main Street, Belton, Missouri until 10:00 a.m. CST on Thursday, March 26, 2020. At 10:00 a.m., at the City Hall Annex, 520 Main Street, Belton, Missouri, all bids that have been duly received will be publicly opened and read aloud. All questions shall be directed to Don Tyler, Water Services Manager, at 816-322-1885.

A sample agreement is available [here](#).

A proposed contract includes a farm lease for the purpose of cutting and baling hay at the City's Wastewater Treatment Plant. It is a five-year contract that may be extended one year at the mutual agreement of both parties.

All bids must be in accordance with the contract document provided with this advertisement and on file at City Hall.

Bids will be received in writing on a lump sum basis for each year of the term of the contract and totaled for the entire five years. The award of the contract will be based on the highest and best total, five-year bid.

The Contractor and all Subcontractors will be required to comply with all applicable State laws and regulations.

✓ Insurance: The Contractor shall include copies of certificates of insurances as required by the contract document.

Unauthorized Aliens: Pursuant to RSMO 285.530, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The Contractor shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien.

No bidder may withdraw its bid within 60 days after the actual date of the opening of bids. The City of Belton, Missouri reserves the right to award the contract by sections, to reject any or all bides, and to waive any informalities or irregularities therein.

Owner: City of Belton, Missouri

3/12/2020

<https://www.belton.org/bids.aspx?bidID=104&PRINT=YES>

Date: March 12, 2020

Publication Date/Time:

3/12/2020 8:47 AM

Closing Date/Time:

3/26/2020 9:59 AM

[Return To Main Bid Postings Page](#)

