



**Agenda of the Belton City Council**  
**May 30, 2023 – 6:00 p.m.**  
**520 Main Street, Belton Missouri**  
<https://www.belton.org/watch>

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember Lawson
- III. ROLL CALL
- IV. PERSONAL APPEARANCES
  - A. David Gutierrez, 413 W Cambridge Rd, Speed Cushions
  - B. Bob Schmidt, Aaron’s Family Fun Center, 17070 Aaron Lane, Police Department Donation
- V. UNFINISHED BUSINESS
- VI. NEW BUSINESS
  - A. Motion approving the first reading of Bill No. 2023-25  
Presented by Matt Wright, Director of Planning & Building  
**An ordinance amending Sections 1-5; 18-8; 40-1 (h); and 40-3 (10) of the Unified Development Code related to expanded land uses in Commercial and Industrial Zoning Districts.**

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- B. Motion approving the first reading of Bill No. 2023-26  
Presented by Matt Wright, Director of Planning & Building  
**An ordinance approving the First Amendment to the Seventh Amendment to the Old Town Belton Redevelopment Plan to approve the 511 Main Street Project as redevelopment project 2021-7 and to authorize tax abatement as described therein.**

A public hearing regarding the proposed First Amendment to the Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7 pursuant to Section 353.110.3(2), RSMo.

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- C. Motion approving the first reading of Bill No. 2023-27  
Presented by Matt Wright, Director of Planning & Building  
**An ordinance approving the Sixteenth Amendment to the Old Town Belton Redevelopment Plan to approve the 816 Second Street project as redevelopment project 2023-03 and to authorize tax abatement as described therein.**

A public hearing regarding the proposed Sixteenth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2023-03 pursuant to Section 353.110.3(2), RSMo.

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- D. Motion approving the first reading of Bill No. 2023-28  
Presented by John Sapp, Fire Chief  
**An ordinance authorizing acceptance of an allocation of funds and execution of a grant agreement with the Missouri Department of Public Safety (MoDPS) for a total of \$20,000.00.**

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- E. Motion approving the first reading of Bill No. 2023-29  
Presented by John Sapp, Fire Chief  
**An ordinance approving an access agreement between the Port Authority of Kansas City (“Port KC”) and the Belton Fire Department.**

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- F. Motion approving Resolution R2023-48  
Presented by Greg Rokos, Assistant City Manager  
**A resolution approving the on-call professional services contract for geotechnical, environmental, and other services between the City of Belton and Professional Engineer Consultants, PA for a term of three (3) years with the option of up to five (5) subsequent one (1) year periods not to exceed eight (8) years.**

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- G. Motion approving Resolution R2023-49  
Presented by Greg Rokos, Assistant City Manager  
**A resolution approving the on-call professional services contract for geotechnical, environmental, and other services between the City of Belton and Terracon Consultants, Inc. for a term of three (3) years with the option of up to five (5) subsequent one (1) year periods not to exceed eight (8) years.**

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- H. Motion approving Resolution R2023-50  
Presented by Greg Rokos, Assistant City Manager  
**A resolution formally accepting the Traditions 6th Plat Subdivision new public infrastructure of 1,315 feet of sanitary sewer; 1,210 feet of 8” waterline; 1,445 feet of storm sewer; 4,082 lane feet of street; and a two-year maintenance bond in the amount of \$979,900.**

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- I. Motion approving the first reading of Bill No. 2023-30  
Presented by Joe Warren, City Manager  
**An ordinance authorizing and directing the Mayor to execute the Fifth Amendment to the Tax Increment Financing contract between the City of Belton, Missouri and Herman Enterprises, LLC for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.**

Page 126

- J. Motion approving Resolution R2023-51  
Presented by Joe Warren, City Manager  
**A resolution approving a services agreement with The Sports Facilities Advisory, LLC.**

Page 135

- K. Motion approving Resolution R2023-52  
Presented by Joe Warren, City Manager  
**A resolution clarifying the deadline for the submission of the final approved Belton Parks and Recreation Board budget to the City Council.**

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VII. CONSENT AGENDA

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

Presented by Joe Warren, City Manager

- A. **Motion approving the Minutes of the April 25, 2023, May 9, 2023, and May 16, 2023 City Council Meetings.**

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**B. Motion approving the April 2023 Municipal Division Summary Report for Municipal Court.**

Page 158

**C. Motion authorizing the sale and disposition of surplus city inventory/personal property all in accordance with Section 2-991 of the Code of Ordinances, City of Belton, Missouri.**

City departments have reviewed these items and it was determined there was no value to any department.

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**D. Motion approving Resolution R2023-53  
A resolution reappointing David Daniels, Jennifer Garner, and Adrian Hall to the Municipal Park Board.**

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**E. Motion approving Resolution R2023-54  
A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.**

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**F. Motion approving Resolution R2023-55  
A resolution authorizing the City of Belton, Missouri through its Police department to renew the service agreement with Kenton Brothers for software and hardware labor.**

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**G. Motion approving Resolution R2023-56  
A resolution authorizing the City of Belton, Missouri through its Police department to renew the service agreement with Kenton Brothers for the Milestone and S2 Software upgrades.**

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- H. Motion approving Resolution R2023-57  
**A resolution approving a forty-eight (48) month lease agreement with Canon Solutions America, inc. for three (3) Canon DX C478IFZ copiers for the Police department to replace the current city owned copiers located in the Police department.**

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- I. Motion approving Resolution R2023-58  
**A resolution approving the purchase of six (6) new 2023 Ford Utility PI vehicles in the amount of \$254,850 from Shawnee Mission Ford.**

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- J. Motion approving Resolution R2023-59  
**A resolution authorizing the City of Belton, Missouri through its Police department to renew the maintenance agreement with Watchguard (Motorola).**

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- K. Motion approving Resolution R2023-60  
**A resolution approving the purchase of two power stretchers, power loaders, and maintenance agreement from Stryker Corporation in the amount of \$142,264.84.**

Page 227

- L. Motion approving Resolution R2023-61  
**A resolution approving the agreement between Belton Fire Department and Vector Solutions Training LLC, for vector scheduling software.**

Page 233

- M. Motion approving Resolution R2023-62  
**A resolution approving a contract between 42 C.A.R.E.S., Inc (“42 Cares”) and the City of Belton Fire Department (“Belton Fire”).**

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- N. Motion approving Resolution R2023-63  
**A resolution approving a public service agreement between OATS, Inc. and the City of Belton, Missouri to provide daily site transportation for individuals to and from the Belton Senior Center.**

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- O. Motion approving Resolution R2023-64  
**A resolution approving the Third Amendment to the office lease, dated January 25, 2022, between the City of Belton, Missouri and NP Southview Industrial 4, LLC.; amending the square footage of the Training & Technical Center of Cass County to 3,428 square feet.**

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VIII. COMMUNICATIONS FROM CITY COUNCIL

IX. COMMUNICATIONS FROM MAYOR

X. CITY MANAGER’S REPORT

June/July 2023 City Council Meetings – 6:00 p.m.

June 13, 2023

June 27, 2023

July 11, 2023

July 25, 2023

XI. ITEMS FOR REVIEW AND DISCUSSION

A. Digital Billboard SUP

Presented by Matt Wright, Director of Planning & Building

B. Compass Memorandum of Understanding

Presented by Joe Warren, City Manager

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C. Marijuana Sales Tax

Presented by Joe Warren, City Manager

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

**AN ORDINANCE AMENDING SECTIONS 1-5; 18-8; 40-1 (h); and 40-3 (10) OF THE UNIFIED DEVELOPMENT CODE RELATED TO EXPANDED LAND USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS.**

**WHEREAS**, the City of Belton adopted the Unified Development Code (“UDC”) by Ordinance No. 2011-3772 on December 13, 2011, which has subsequently been amended; and

**WHEREAS**, City staff has prepared UDC text amendments to expand certain public and civic uses to be permitted in additional commercial and industrial zoning districts; add new arts and crafts manufacturing and production uses to be allowed in commercial and industrial zoning districts; expand small retail sales to light industrial zoning districts; and expand limited manufacturing and production uses to higher-intensity commercial zoning districts with a special use permit; and

**WHEREAS**, after due public notice was given in the manner prescribed by law, the Planning Commission held a public hearing on May 2, 2023, to review and make a recommendation on the proposed UDC text amendments. After said public hearing, the Planning Commission voted 5-0 to recommend approval of the UDC text amendments to the City Council. The staff report is attached as Exhibit A; and

**WHEREAS**, the City Council believes that the UDC text amendments are in the best interest of the citizens.

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

**Section 1.** That Section 1-5 – General definitions is hereby amended with the additions in **bold print** and deletions with ~~strikethrough~~ notation as follows:

~~*Art gallery.* Uses dedicated to the showing or sale of art, including art galleries and studios.~~

**Arts and Crafts Studio or Gallery. A use involving the production of works of art by individuals and assistants produced by the use of hand tools or domestic mechanical equipment and includes the displaying, loaning, and selling of art books, paintings, sculptures, or other works of art and accessory supplies.**

**Artisan Micro-Manufacturing. On-site production of goods by hand manufacturing, involving the use of hand tools and small-scale, light mechanical equipment. Typical uses include woodworking and cabinet shops, ceramic studios, jewelry manufacturing and similar types of arts and crafts of very small-scale manufacturing uses that have no negative external impacts on surrounding properties. Showrooms and sales of goods produced on-site are permitted.**

**Artisan Food and Beverage Production. On-site production or preparation of food made on site with limited to no automated processes involved and may include direct sales to or consumption by consumers on premise. Typical uses include small-batch**

bakeries, small-batch non-alcoholic beverage producers, small-batch candy or chocolate shops, local cheese makers and other specialty food production services. Total production areas typically occupy less than ten thousand square feet (10,000-sf.) in commercial zoning districts, but may be larger in business park, flex commercial/industrial, and industrial zoning districts.

Artisan Alcoholic Beverage Production. On-site production of alcoholic beverages and may include direct sales to or consumption by customers on premise. Typical uses include micro-breweries, micro-wineries, and micro-distilleries. Sites may include tasting rooms. Total production areas typically occupy less than ten thousand square feet (10,000-sf.) in commercial zoning districts, but may be larger in business park, flex commercial/industrial, and industrial zoning districts.

Business Incubator / Makerspace / Co-Working. A commercial or non-profit organization providing multiple individuals and small firms access to shared office, meeting, and production spaces for small businesses. Shared spaces may include small assembly spaces for education and training. Production spaces may include commercial kitchens that can be shared by multiple artisan food and beverage producers.

**Section 2.** That Section 18-8 – North Scott Corridor Overlay District + Guidelines, Chapter 3 – Permitted Uses is hereby amended with the additions in **bold underlined print** and deletions with ~~strikethrough~~ notation as follows:

USES	ZONING DISTRICTS						
	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
PUBLIC AND CIVIC USES							
Cultural exhibit or library	C	C	S	<u>P</u>	<u>P</u>	<u>P</u>	-
Government buildings and properties	C	C	S	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Place of public assembly	C	C	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Public safety services	C	C	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Religious assembly	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
School	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
COMMERCIAL USES	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
<u>Arts and Crafts Manufacturing and Production</u>							
<u>Arts and Crafts Studio or Gallery</u>	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Artisan Micro-Manufacturing</u>	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Artisan Food and Beverage Production</u>	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Artisan Alcoholic Beverage Production</u>	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Business Incubator / Makerspace / Co-Working</u>	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
INDUSTRIAL USES	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
Manufacturing, production & industrial services							



Limited	-	-	-	-	<u>S</u>	<u>S</u>	P
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**Section 3.** That Section 40-1 (h) – Use specific standards – Table of uses is hereby amended with the additions in **bold underlined print** and deletions with ~~striketrough~~ notation as follows:

TABLE OF USES															
USE	ZONING DISTRICT														
	A	R-1	R1A	R1B	R-2	R-3	R-3A	PR	PO	C-1	C-2	C-3	BP	M-1	M-2
<b>PUBLIC AND CIVIC USES</b>															
Cultural exhibit or library	C	C	C	C	C	C	C	P	S	<u>P</u>	<u>P</u>	<u>P</u>	-	-	-
Government buildings and properties	C	C	C	C	C	C	C	P	S	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Place of public assembly	C	C	C	C	C	C	C	C	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Public safety services	C	C	C	C	C	C	C	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Religious assembly	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
School	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<b>COMMERCIAL USES</b>															
<b><u>Arts and Crafts Manufacturing and Production</u></b>															
<b><u>Arts and Crafts Studio or Gallery</u></b>	=	=	=	=	=	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	=
<b><u>Artisan Micro-Manufacturing</u></b>	=	=	=	=	=	=	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	=
<b><u>Artisan Food and Beverage Production</u></b>	=	=	=	=	=	=	=	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	=

TABLE OF USES															
USE	ZONING DISTRICT														
	A	R-1	R1A	R1B	R-2	R-3	R-3A	PR	PO	C-1	C-2	C-3	BP	M-1	M-2
<b><u>Artisan Alcoholic Beverage Production</u></b>	=	=	=	=	=	=	=	=	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	=
<b><u>Business Incubator / Makerspace / Co-Working</u></b>	=	=	=	=	=	=	=	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	=
Retail Sales															
Small (up to 100,000 gfa)	-	-	-	-	-	-	-	-	P	P	P	P	<b><u>P</u></b>	<b><u>P</u></b>	-
INDUSTRIAL USES															
Manufacturing, production & industrial services															
Limited	-	-	-	-	-	-	-	-	-	-	<b><u>S</u></b>	<b><u>S</u></b>	P	P	P

**Section 4.** That Section 40-3 (10) – Special Uses is hereby added with the additions in **bold underlined print** and deletions with ~~strikethrough~~ notation as follows:

**(10) Manufacturing, production & industrial services – limited. A special use permit may be permitted subject to the following requirements:**

- a. The total manufacturing, production, and/or service area does not exceed ten thousand square feet (10,000-sf.). The square footage calculation does not include office, showroom, or retail floor area.**
- b. The operations of the business and any external impacts shall be reviewed for compliance with all performance standards within this Code and will not constitute a nuisance to other uses on the subject property or adjacent properties.**

**Section 5.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

**Section 6.** All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: May 30, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                    COUNCILMEMBER:  
NOES:                    COUNCILMEMBER:  
ABSENT:                COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title: UDC Text Amendments – Land Use updates**

**Agenda Date: May 30, 2023**

**Presented by: Matt Wright, Planning & Building Director**

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### **Background**

- Since fall 2022, staff has been reviewing the current land use table, definitions, conditions, and special use standards for all land uses in the city. Staff has found that there are many modifications that should be made to improve the effectiveness of the code.
- Initially, staff had proposed a code amendment that would repeal and replace all of Chapter 40 (Use-Specific Standards), modify land use definitions, and revise adopted language within overlay districts.
- After publishing of the full code amendment, which totalled 85 pages of text, there were significant concerns expressed by business/property owners in the city and how these amendments would impact their businesses. Staff cancelled the public hearing at the April 4, 2023 Planning Commission.
- Staff is now bringing forward the first round of code amendments, which staff believes are the least likely to cause concern as these are an expansion to current uses and do not add new restrictions.
- The Planning Commission recommended unanimous approval of these amendments after conducting a public hearing, at which no one spoke in favor or in opposition to, on May 2, 2023.

### **Financial/Budget Considerations**

- These UDC text amendments will have no impact on the City budget.

### **Legal Considerations**

- These amendments have been developed in consultation with the City Attorney and there are no known legal concerns with this first round of UDC text amendments to land uses.

### **Policy Considerations**

- The amendments will expand several public/civic land uses into most commercial and industrial zoning districts, expand small retail to the light industrial zoning district, expand limited manufacturing/production uses to general and regional commercial zoning districts with special use permit approval, and add arts and crafts manufacturing and production land uses and allowing those uses in commercial and industrial uses. All of these uses will be expanded in both Citywide zoning districts and in the N. Scott Corridor Overlay District.
- The expansion of these land uses are in the best interest of the city and will accommodate a wider range of land uses and businesses, which help support the community and economic development.



### **Staff Recommendation**

- Staff recommends approval of the UDC Text Amendments as provided for in the Ordinance language. Additional background information is provided in the staff report provided to the Planning Commission and attached to the Ordinance as Exhibit A.



**CITY OF BELTON**  
**DEPARTMENT OF PLANNING & BUILDING**  
 City Hall Annex: 520 Main St. Belton, MO 64012  
 816-331-4331 | www.Belton.org

# PLANNING APPLICATION STAFF REPORT

**PLANNING COMMISSION: MAY 2, 2023**

## PROJECT: **UDC TEXT AMENDMENTS**

### APPLICATION:

*Applicant* – City of Belton / Planning & Building

## PROJECT SUMMARY

### DESCRIPTION:

The application was filed to consider certain amendments to the Unified Development Code related to permitted land uses and use-specific standards.

## STAFF RECOMMENDATION

### STAFF RECOMMENDS APPROVAL

## PROPOSED AMENDMENTS

Amendments are periodically proposed to the Unified Development Code (UDC) to advance new regulations/land use techniques, address conflicts, and revise wording to help with administrative situations that arise through use of the code.

The following is a summary of proposed amendments to the UDC:

1. Amendments to Sec. 1-5 (Definitions)
2. Amendments to Sec. 18-8 (North Scott Corridor Overlay District)
3. Amendments to Chapter 40 (Use-Specific Standards – Residential, Commercial, Other)
  - a. Sec. 40-1 (Use-Specific Standards)
  - b. Sec. 40-3 (Special Uses)

Staff had initially proposed bringing forward a complete repeal and replace of Chapter 40, however, has put that on hold to allow additional time for review and consideration of those changes. In the meantime, staff is bringing forward a smaller amendment to expand certain land uses in commercial and industrial zoning districts.

Sec. 1-5 – Definitions – proposed amendments:

- a. Add definitions of arts and crafts manufacturing and production uses.

Sec. 18-8 – North Scott Corridor Overlay District – proposed amendments:

- a. Expand most Public and Civic Uses to all commercial and FCI zoning districts in the N. Scott Corridor Overlay.
- b. Add all Arts and Crafts Manufacturing and Production uses to the N. Scott Corridor Overlay and allow them by right in all commercial and FCI zoning districts.

- c. Expand “Limited” Manufacturing and Production uses to allow the opportunity to be permitted with Special Use Permit approval in the C-2 and C-3 zoning districts in the N. Scott Corridor.

Sec. 40-1 – Use Specific Standards – proposed amendments:

- a. Amend (h) table of uses to include the following:
  - 1. Expand cultural exhibits and libraries to be permitted in C-1, C-2, and C-3 zoning districts.
  - 2. Expand government buildings and properties, places of public assembly, public safety services, religious assembly, and schools to be permitted in all commercial, business park, and industrial zoning districts.
  - 3. Add arts and crafts manufacturing and production uses and be permitted in all office, commercial, business park, and light industrial zoning districts. Additionally, allow arts and crafts studios/galleries and business incubators/makerspace/co-working spaces to be permitted in the Parks and Recreation zoning district.
  - 4. Expand small retail sales (up to 100,000 gfa) to be permitted in the M-1 zoning district.
  - 5. Expand “limited” manufacturing and production uses to allow the opportunity to be permitted with Special Use Permit in the C-2 and C-3 zoning districts.

Sec. 40-3 – Special Use Standards – proposed amendments:

- a. Add special use standards for “limited” manufacturing and production uses when proposed in C-2 and C-3 zoning districts. Total manufacturing/production square footage is limited to 10,000-sf. and the operations must comply with all performance standards and not create a nuisance to other uses on the property or adjacent properties.

## **REVIEW CRITERIA / FINDINGS OF FACT**

Section 20-3, provides certain criteria that must be addressed with a Text Amendment to the Unified Development Code. These criteria are summarized below, with analysis for consideration of the Planning Commission:

(1) Whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Belton. The proposed amendments are consistent with the intent and purpose of the Code. The introduction of new uses and modifications to existing uses are intended to preserve and protect property values in the City; promote orderly development; create a comprehensive and stable pattern of land uses; and promote the health, safety, and general welfare of the City. In addition to the intent and purpose of the Code, the proposed amendments meet other initiatives and goals of the City, including supporting economic development, tourism, and the arts.

(2) Whether the proposed text amendment corrects an error or inconsistency in the Code. The proposed amendments are not for the purpose of addressing any errors or inconsistencies in the Code.

(3) The areas which are most likely to be directly affected by such change and in what way they will be affected. The proposed amendments are limited to non-residential zoning districts and will accommodate additional location options for public/civic land uses, new arts and crafts manufacturing and production uses, and an expansion to limited manufacturing and production uses into more-intensive commercial zoning districts. These amendments increase the number of uses that may be permitted in commercial and industrial zoning districts.

(4) Whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it. The proposed amendments expand public/civic land uses to be permitted in commercial and industrial zoning districts. There are numerous examples of public/civic land uses that were previously permitted in commercial and industrial zoning districts, which were likely permitted not knowing the land use prohibited these uses. Most cities in the region permit public/civic land uses in commercial and industrial zoning districts. Additionally, the proposed amendments add arts and crafts manufacturing and production uses and expands the limited manufacturing and production use, which fit well within the community and the local economy.

(5) Whether the proposed text amendment is in the best interests of the city as a whole. The proposed amendments are in the best interests of the city as a whole. The proposed amendments accommodate a wider range of land uses and businesses, which help support the community and economic development.

## **STAFF RECOMMENDATION**

Staff recommends approval of the UDC Text Amendments.

The Planning Commission is tasked with considering the UDC Text Amendments recommended by staff. The Commission may recommend modifying any recommendations by staff or add additional recommendations for the City Council's consideration.

### **PLANNING COMMISSION ALTERNATIVES**

1. Motion to **recommend approval** of the UDC Text Amendments, with or without conditions.
2. Motion to **recommend denial** of the UDC Text Amendments.
3. Motion to continue the application for further information.

### **ATTACHMENTS**

1. UDC Text Amendments (Ordinance Language) – 4 pages



**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE SEVENTH AMENDMENT TO THE OLD TOWN BELTON REDEVELOPMENT PLAN AT 511 MAIN STREET, REDEVELOPMENT PROJECT 2021-7 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN.**

**WHEREAS**, on March, 30, 2021, the City Council of the City of Belton, Missouri (the “**City**”) adopted Ordinance No. 2021-4621 approving the Old Town Belton Redevelopment Plan (the “**Development Plan**”) pursuant to Chapter 353 of the Revised Statutes of Missouri (“**Chapter 353**”), also known as the Urban Redevelopment Corporations Law, establishing a redevelopment area described therein (the “**Redevelopment Area**”), and granting tax abatement to the Old Town Belton Redevelopment Corporation (the “**OTBRC**”), or its successors and assigns, all in accordance with Chapter 353 on land improvements for redevelopment projects as more particularly described within the Development Plan; and

**WHEREAS**, the Development Plan contemplates that applications for additional redevelopment projects will be considered and approved in the future, with said projects to be approved as an amendment to the Development Plan and numbered consecutively; and

**WHEREAS**, an amendment was received on April 11, 2023, from Amy Miller, (the “**Application**”) for approval of an additional project located within the Redevelopment Area at 511 Main Street for the repair and remediation work to an existing structure therewith; and

**WHEREAS**, on April 19, 2023, the OTBRC Board met and reviewed the Amendment, for the proposed redevelopment project to be designated as Redevelopment Project 2021-7 and voted unanimously to recommend approval of said Amendment to Redevelopment Project 2021-7 to the City Council; and

**WHEREAS**, notice of a public hearing on May 30, 2023, before the City Council regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-7 was provided in accordance with the provisions of Chapter 353; and

**WHEREAS**, on May 30, 2023, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-7; and

**WHEREAS**, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to approve the proposed amendment to the Development Plan for Redevelopment Project 2021-7.

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

**Section 1.** The First Amendment to the Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7 is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements as more particularly described within the First Amendment to the Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7.

**Section 3.** Except as amended by the First Amendment to the Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7, the Old Town Belton Redevelopment Plan shall remain unmodified.

**Section 4.** This ordinance is effective upon its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                   COUNCILMEMBER:  
NOES:                   COUNCILMEMBER:  
ABSENT:                COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title: OTBRC – 511 Main St. Amendment**

**Agenda Date: May 30, 2023**

**Presented by: Matt Wright, Planning & Building Director**

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### **Background**

- The applicant/owner of 511 Main St. (Lily's Play-N-Stay) received project approval for \$116,000 in improvements in 2021 (Project No. 2021-07).
- The applicant is requesting to amend their project to add \$100,000 in additional improvements (\$50,000 for exterior windows and \$50,000 for interior improvements).

### **Financial/Budget Considerations**

- The estimated taxes with the improvements will increase from \$30,661 to \$82,231 over the 10-year abatement period. Although there will be a short-term loss in taxes for taxing entities, the long-term impact is positive by encouraging reinvestment in Old Town Belton.

### **Legal Considerations**

- If the project amendment is approved, staff will prepare an amended Memorandum of Understanding, Quit Claim Deed, and Certificate of Tax Abatement for approval by the Old Town Belton Redevelopment Corporation Board. Once all improvements have been completed, the Quit Claim Deed and Certificate of Tax Abatement will be processed with the County.

### **Policy Considerations**

- The requested amendment is in compliance with the Old Town Belton Redevelopment Plan Policy adopted in 2021.

### **Staff Recommendation**

- Staff recommends approval of the project amendment for 511 Main St.
- The Old Town Belton Redevelopment Corporation Board recommended unanimous approval of the project amendment for 511 Main St. on April 19, 2023.

**FIRST AMENDMENT TO THE SEVENTH AMENDMENT TO  
OLD TOWN BELTON REDEVELOPMENT PLAN  
REDEVELOPMENT PROJECT 2021-7**

**Section III Redevelopment Projects of the Old Town Belton Redevelopment Plan is revised to add the following Redevelopment Project:**

**III. Redevelopment Projects**

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are current projects:

Amended Redevelopment Project 2021-7. 511 Main Street, Belton, Missouri. Applicant/Owner: Amy Miller. This project consists of the repair and remediation work to an existing structure at a cost of approximately \$216,000. The additional work includes new windows, lobby remodel, plumbing work, electrical work, bathroom remodel and painting.

The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

**Section IV. Tax Abatement of the Old Town Belton Redevelopment Plan is revised to add the following tax abatement:**

**IV. Tax Abatement.**

Redevelopment Project 2021-7 qualifies for Level B incentive and will be granted up to twelve (12) years of tax abatement at ninety percent (90%) or for the cost of the improvements, whichever occurs first. Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes that would be due if no tax abatement were granted. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

**Exhibit 3 Tax Impact Analysis to the Old Town Belton Redevelopment Plan is added to include the attached Tax Impact Analysis for Redevelopment Project 2021-7**

[see attached]

Chapter 353 Tax Impact Analysis

Section A Assumptions:

Section 1 Property

Address	Parcel #	Market Value	Class	AV
511 Main Street	05-06-14-101-000-062.000	\$90,630	32%	\$29,000

Section 2

2022 Tax Levies (Per \$100 AV)	
Cass County Sheltered Worksh	0.0454
City	2.0446
County	0.0000
Hospital Maintenance	0.1242
Junior College	0.2028
Library	0.2545
Mt. Pleasant Special Road	0.1839
School District	5.4119
State	0.0300
<b>Total</b>	<b>8.2973</b>

Section 3 Land AV is as follows:	Total AV	Land AV	Improvement AV
	\$29,000	\$5,760	\$23,240

Section 4 Inflation per year:	2%
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Section 5 Abatement Term	12 Years 90% Improvement AV OR cost of improvement (whichever occurs first)
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Section 6 Improvements

Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV
\$293,000.00	\$237,130.00	\$75,881.60	\$5,760.00	\$70,121.60

Section B Estimated taxes without the improvement projects

Tax:	
2023	\$2,406.22
2024	\$2,454.34
2025	\$2,454.34
2026	\$2,503.43
2027	\$2,503.43
2028	\$2,553.50
2029	\$2,553.50
2030	\$2,604.57
2031	\$2,604.57
2032	\$2,656.66
2033	\$2,656.66
2034	\$2,709.79
<b>Totals</b>	<b>\$30,660.99</b>

Section C Estimated abated taxes with improvement projects (without abatement)

Tax:	
2023	\$6,464.67
2024	\$6,593.96
2025	\$6,593.96
2026	\$6,723.25
2027	\$6,723.25
2028	\$6,852.55
2029	\$6,852.55
2030	\$6,981.84
2031	\$6,981.84
2032	\$7,111.13
2033	\$7,111.13
2034	\$7,240.43
<b>Totals</b>	<b>\$82,230.55</b>

Estimated Taxes To Be Abated (10 years)

Taxing Entity	Cass County Sheltered Workshop	City	County	Hospital Maintenance	Junior College	Library	Mt. Pleasant Special Road	School District	State		
% of tax rate:	0.005471659	0.246417509	0	0.014968725	0.024441686	0.030672628	0.02216384	0.652248322	0.00361563		
Year											
2023	\$35.37	\$1,593.01	\$0.00	\$96.77	\$158.01	\$198.29	\$143.28	\$4,216.57	\$23.37	\$0.00	\$6,464.67
2024	\$36.08	\$1,624.87	\$0.00	\$98.70	\$161.17	\$202.25	\$146.15	\$4,300.90	\$23.84	\$0.00	\$6,593.96
2025	\$36.08	\$1,624.87	\$0.00	\$98.70	\$161.17	\$202.25	\$146.15	\$4,300.90	\$23.84	\$0.00	\$6,593.96
2026	\$36.79	\$1,656.73	\$0.00	\$100.64	\$164.33	\$206.22	\$149.01	\$4,385.23	\$24.31	\$0.00	\$6,723.25
2027	\$36.79	\$1,656.73	\$0.00	\$100.64	\$164.33	\$206.22	\$149.01	\$4,385.23	\$24.31	\$0.00	\$6,723.25
2028	\$37.49	\$1,688.59	\$0.00	\$102.57	\$167.49	\$210.19	\$151.88	\$4,469.56	\$24.78	\$0.00	\$6,852.55
2029	\$37.49	\$1,688.59	\$0.00	\$102.57	\$167.49	\$210.19	\$151.88	\$4,469.56	\$24.78	\$0.00	\$6,852.55
2030	\$38.20	\$1,720.45	\$0.00	\$104.51	\$170.65	\$214.15	\$154.74	\$4,553.89	\$25.24	\$0.00	\$6,981.84
2031	\$38.20	\$1,720.45	\$0.00	\$104.51	\$170.65	\$214.15	\$154.74	\$4,553.89	\$25.24	\$0.00	\$6,981.84
2032	\$38.91	\$1,752.31	\$0.00	\$106.44	\$173.81	\$218.12	\$157.61	\$4,638.22	\$25.71	\$0.00	\$7,111.13
2033	\$38.91	\$1,752.31	\$0.00	\$106.44	\$173.81	\$218.12	\$157.61	\$4,638.22	\$25.71	\$0.00	\$7,111.13
2034	\$39.62	\$1,784.17	\$0.00	\$108.38	\$176.97	\$222.08	\$160.48	\$4,722.56	\$26.18	\$0.00	\$7,240.43
<b>Total:</b>	<b>\$449.94</b>	<b>\$20,263.05</b>	<b>\$0.00</b>	<b>\$1,230.89</b>	<b>\$2,009.85</b>	<b>\$2,522.23</b>	<b>\$1,822.54</b>	<b>\$53,634.74</b>	<b>\$297.32</b>	<b>\$0.00</b>	<b>\$82,230.55</b>

Address:	511 Main Street
Application Date:	Amended 4/11/23
Valuation:	\$216,000

Amended Project Description	Valuation		
Original Approved Exterior Work	\$58,000.00	Exterior	
Original Approved Interior Work	\$58,000.00	Interior	
Windows	\$50,000.00	Exterior	50%
Lobby	\$10,000.00	Interior	
Plumbing	\$15,000.00	Interior	
Electical	\$15,000.00	Interior	
Bathroom	\$5,000.00	Interior	
Painting	\$5,000.00	Interior	
Interior Cost	\$50,000.00		50%
<b>Amended Total Project Costs</b>	<b>\$216,000.00</b>		

# CASS COUNTY \*\*\*\* REAL ESTATE \*\*\*\* TAX RECEIPT: 2022

LILY'S PLAY-N-STAY INC  
 511 MAIN ST  
 BELTON, MO 64012

TAX YEAR: 2022  
 ACCT #: 1512600  
 TOTAL PAID: \$2,849.34  
 PAID ON: 1/11/2023

## Personal Description

**Map Number:**

05-06-14-101-000-062-000

**Situs Address:**

511 MAIN ST  
 BELTON, MO 64012  
 SEC: 14 TWP: 46  
 RNG: 33 Book/Page: 4740/30

**ACREAGE: 0.00**

**Legal Description:**

ORIG BELTON LOTS 6-8 BLK 34

**Subdivision/Blk/Lot:**

ORIG BELTON 6-8

Description	Rate	Tax Amt
#124 BELTON	5.4119	\$1,569.45
STATE	0.0300	\$8.70
MT PLEAS ROAD	0.1839	\$53.33
CASS CO LIBRARY	0.2545	\$73.81
HOSPITAL MAINT	0.1242	\$36.02
METRO JR COLL	0.2028	\$58.81
SHELTER WKSHOP	0.0454	\$13.17
SURTAX	0.5400	\$156.60
BELTON-CITY	2.0446	\$592.93
<b>Tax Amount:</b>	<b>8.8373</b>	<b>\$2,562.82</b>
Late Charges		\$286.52

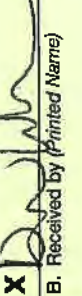
## Assessed Values

Residential: \$0.00  
**TOTAL ACCESED \$29,000.00**







<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee C. Date of Delivery 5-12-23	B. Received by (Printed Name) 	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
---	--	---

Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Dan Brower  
 Director  
 Cass County Public Library  
 400 E Mechanic Street  
 Harrisonville, MO 64701

2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 644

3. Service Type  
 Priority Mail Express®  
 Registered Mail™  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail Restricted Delivery (over \$500)


1. Article Addressed to:  
 Mr. Dan Brower  
 Director  
 Cass County Public Library  
 400 E Mechanic Street  
 Harrisonville, MO 64701

2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 644

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Bob Huston  
 Presiding Commissioner  
 Cass County Courthouse  
 102 East Wall Street  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0873 38


2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 6514

PS Form 3811, July 2015 PSN 7530-02-000-9053

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Robert Greenwood  
 Chief Executive Officer  
 CASCO Area Workshop  
 1800 Vine  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0874 20


2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 6354

PS Form 3811, July 2015 PSN 7530-02-000-9053

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. J. Christopher Lang, MHA, FACHE  
 Chief Executive Officer  
 Cass County Regional Medical Center  
 2800 e. Rock Haven Road  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0874 13

2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 6378

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Mr. Bob Huston

C. Date of Delivery  
 5-12-23

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Michael Johnson

C. Date of Delivery  
 5/12

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Ben Schuster

C. Date of Delivery  
 5/12/23

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

**AN ORDINANCE APPROVING THE SIXTEENTH AMENDMENT TO THE OLD TOWN BELTON REDEVELOPMENT PLAN TO APPROVE THE 816 SECOND STREET PROJECT AS REDEVELOPMENT PROJECT 2023-03 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN.**

**WHEREAS**, on March, 30, 2021, the City Council of the City of Belton, Missouri (the “**City**”) adopted Ordinance No. 2021-4621 approving the Old Town Belton Redevelopment Plan (the “**Development Plan**”) pursuant to Chapter 353 of the Revised Statutes of Missouri (“**Chapter 353**”), also known as the Urban Redevelopment Corporations Law, establishing a redevelopment area described therein (the “**Redevelopment Area**”), and granting tax abatement to the Old Town Belton Redevelopment Corporation (the “**OTBRC**”), or its successors and assigns, all in accordance with Chapter 353 on land improvements for redevelopment projects as more particularly described within the Development Plan; and

**WHEREAS**, the Development Plan contemplates that applications for additional redevelopment projects will be considered and approved in the future, with said projects to be approved as an amendment to the Development Plan and numbered consecutively; and

**WHEREAS**, an application was received on April 18, 2023, from Dale and Mildred Amfahr, (the “**Application**”) for approval of an additional project located within the Redevelopment Area at 816 Second Street for the repair and remediation work to an existing structure therewith; and

**WHEREAS**, on April 19, 2023, the OTBRC Board met and reviewed the Application, for the proposed redevelopment project to be designated as Redevelopment Project 2023-03 and voted unanimously to recommend approval of said Redevelopment Project 2023-03 to the City Council; and

**WHEREAS**, notice of a public hearing on May 30, 2023, before the City Council regarding the proposed amendment to the Development Plan for Redevelopment Project 2023-03 was provided in accordance with the provisions of Chapter 353; and

**WHEREAS**, on May 30, 2023, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed amendment to the Development Plan for Redevelopment Project 2023-03; and

**WHEREAS**, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to approve the proposed amendment to the Development Plan for Redevelopment Project 2023-03.

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

**Section 1.** The Sixteenth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2023-03 is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements as more particularly described within the Sixteenth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2023-03.

**Section 3.** Except as amended by the Sixteenth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2023-03, the Old Town Belton Redevelopment Plan shall remain unmodified.

**Section 4.** This ordinance is effective upon its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                    COUNCILMEMBER:  
NOES:                    COUNCILMEMBER:  
ABSENT:                 COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title: OTBRC – 816 Second St.**

**Agenda Date: May 30, 2023**

**Presented by: Matt Wright, Planning & Building Director**

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### **Background**

- The applicant/owner of 816 Second St. is requesting project approval for \$57,500 in improvements (all exterior).

### **Financial/Budget Considerations**

- The estimated taxes with the improvements will increase from \$17,947 to \$39,971 over the 10-year abatement period. Although there will be a short-term loss in taxes for taxing entities, the long-term impact is positive by encouraging reinvestment in Old Town Belton.

### **Legal Considerations**

- If the project is approved, staff will prepare a Memorandum of Understanding, Quit Claim Deed, and Certificate of Tax Abatement for approval by the Old Town Belton Redevelopment Corporation Board. Once all improvements have been completed, the Quit Claim Deed and Certificate of Tax Abatement will be processed with the County.

### **Policy Considerations**

- The requested project is in compliance with the Old Town Belton Redevelopment Plan Policy adopted in 2021.

### **Staff Recommendation**

- Staff recommends approval of the project for 816 Second St.
- The Old Town Belton Redevelopment Corporation Board recommended unanimous approval of the project for 816 Second St. on April 19, 2023.

**SIXTEENTH AMENDMENT TO  
OLD TOWN BELTON REDEVELOPMENT PLAN  
REDEVELOPMENT PROJECT 2023-03**

**Section III Redevelopment Projects of the Old Town Belton Redevelopment Plan is revised to add the following Redevelopment Project:**

**III. Redevelopment Projects**

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are current projects:

Redevelopment Project 2023-03. 816 Second Street, Belton, Missouri. Applicants/Owners: Dale and Mildred Amfahr. This project consists of the repair and remediation work to an existing structure at a cost of approximately \$57,500. The work includes removing and replacing siding on the house and garage, replacing the roof on the garage, painting the trim on the house and garage and move the electrical meter.

The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

**Section IV. Tax Abatement of the Old Town Belton Redevelopment Plan is revised to add the following tax abatement:**

**IV. Tax Abatement.**

Redevelopment Project 2023-03 qualifies for Level A-2 incentive and will be granted up to ten (10) years of tax abatement at ninety percent (90%) or for the cost of the improvements, whichever occurs first. Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes that would be due if no tax abatement were granted. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

**Exhibit 3 Tax Impact Analysis to the Old Town Belton Redevelopment Plan is added to include the attached Tax Impact Analysis for Redevelopment Project 2023-03**

[see attached]

**Chapter 353 Tax Impact Analysis**

**Section A Assumptions:**

**Section 1 Property**

Address	Parcel #	Market Value	Class	AV
816 Second Street	05-06-13-203-000-069.000	\$108,410	19%	\$20,600

**Section 2**

2022 Tax Levies (Per \$100 AV)	
Cass County Sheltered Workshop	0.0454
City	2.0446
County	0.0000
Hospital Maintenance	0.1242
Junior College	0.2028
Library	0.2545
Mt. Pleasant Special Road	0.1839
School District	5.4119
State	0.0300
<b>Total</b>	<b>8.2973</b>

**Section 3 Land AV is as follows:**

Total AV	Land AV	Improvement AV
\$20,600	\$2,600	\$18,000

**Section 4 Inflation per year:** 2%

**Section 5 Abatement Term**  
10 Years 90% Improvement AV OR cost of improvement (whichever occurs first)

**Section 6 Improvements**

Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV
\$57,500.00	\$137,160.00	\$43,891.20	\$2,600.00	\$41,291.20

**Section B Estimated taxes without the improvement projects**

Year	Tax
2023	\$1,709.24
2024	\$1,743.43
2025	\$1,743.43
2026	\$1,777.61
2027	\$1,777.61
2028	\$1,811.80
2029	\$1,811.80
2030	\$1,845.98
2031	\$1,845.98
2032	\$1,880.17
<b>Totals</b>	<b>\$17,947.06</b>

**Section C Estimated abated taxes with improvement projects (without abatement)**

Year	Tax
2023	\$3,806.73
2024	\$3,882.86
2025	\$3,882.86
2026	\$3,959.00
2027	\$3,959.00
2028	\$4,035.13
2029	\$4,035.13
2030	\$4,111.27
2031	\$4,111.27
2032	\$4,187.40
<b>Totals</b>	<b>\$39,970.64</b>

**Estimated Taxes To Be Abated (10 years)**

Year	Cass County Sheltered Workshop	City	County	Hospital Maintenance	Junior College	Library	Mt. Pleasant Special Road	School District	State	Total
<b>% of tax rate:</b>	0.005471659	0.24641751	0	0.014968725	0.024441686	0.030672628	0.022163836	0.652248322	0.00361563	
2023	\$20.83	\$938.04	\$0.00	\$56.98	\$93.04	\$116.76	\$84.37	\$2,482.93	\$13.76	\$3,806.73
2024	\$21.25	\$956.81	\$0.00	\$58.12	\$94.90	\$119.10	\$86.06	\$2,532.59	\$14.04	\$3,882.86
2025	\$21.25	\$956.81	\$0.00	\$58.12	\$94.90	\$119.10	\$86.06	\$2,532.59	\$14.04	\$3,882.86
2026	\$21.66	\$975.57	\$0.00	\$59.26	\$96.76	\$121.43	\$87.75	\$2,582.25	\$14.31	\$3,959.00
2027	\$21.66	\$975.57	\$0.00	\$59.26	\$96.76	\$121.43	\$87.75	\$2,582.25	\$14.31	\$3,959.00
2028	\$22.08	\$994.33	\$0.00	\$60.40	\$98.63	\$123.77	\$89.43	\$2,631.91	\$14.59	\$4,035.13
2029	\$22.08	\$994.33	\$0.00	\$60.40	\$98.63	\$123.77	\$89.43	\$2,631.91	\$14.59	\$4,035.13
2030	\$22.50	\$1,013.09	\$0.00	\$61.54	\$100.49	\$126.10	\$91.12	\$2,681.57	\$14.86	\$4,111.27
2031	\$22.50	\$1,013.09	\$0.00	\$61.54	\$100.49	\$126.10	\$91.12	\$2,681.57	\$14.86	\$4,111.27
2032	\$22.91	\$1,031.85	\$0.00	\$62.68	\$102.35	\$128.44	\$92.81	\$2,731.22	\$15.14	\$4,187.40
<b>Total:</b>	<b>\$218.71</b>	<b>\$9,849.47</b>	<b>\$0.00</b>	<b>\$598.31</b>	<b>\$976.95</b>	<b>\$1,226.00</b>	<b>\$885.90</b>	<b>\$26,070.78</b>	<b>\$144.52</b>	<b>\$39,970.64</b>

Address:	816 Second Street
Application Date:	4/18/23
Valuation:	\$57,500

<b>Project Description</b>	<b>Valuation</b>	
Siding Removal, Install New Siding and Hauling Debris (on House)	\$40,000.00	Exterior
Siding Removal, Install New Siding and Hauling Debris (on Garage)	\$3,000.00	Exterior
Remove Metal Roof, Install Steel Roof (on Garage)	\$2,500.00	Exterior
Paint Garage and House Trim	\$2,000.00	Exterior
Move Electrical Meter (from west side to east side and bury)	\$10,000.00	Exterior
Total Exterior Costs	\$57,500.00	100%
<b>Total Projected Costs</b>	<b>\$57,500.00</b>	



# CASS COUNTY \*\*\*\* REAL ESTATE \*\*\*\* TAX RECEIPT: 2022

AMFAHR, DALE L & MILDRED N  
 816 2ND A B & C ST  
 BELTON, MO 64012

TAX YEAR: 2022  
 ACCT #: 1526100  
 TOTAL PAID: \$1,709.25  
 PAID ON: 11/16/2022

## Personal Description

**Map Number:**

05-06-13-203-000-069-000

**Situs Address:**

816 2ND A B & C ST  
 BELTON, MO 64012  
 SEC: 13 TWP: 46  
 RNG: 33 Book/Page: 2353/64

**ACREAGE: 0.00**

**Legal Description:**

ORIG BELTON LOTS 5-8 BLK 56

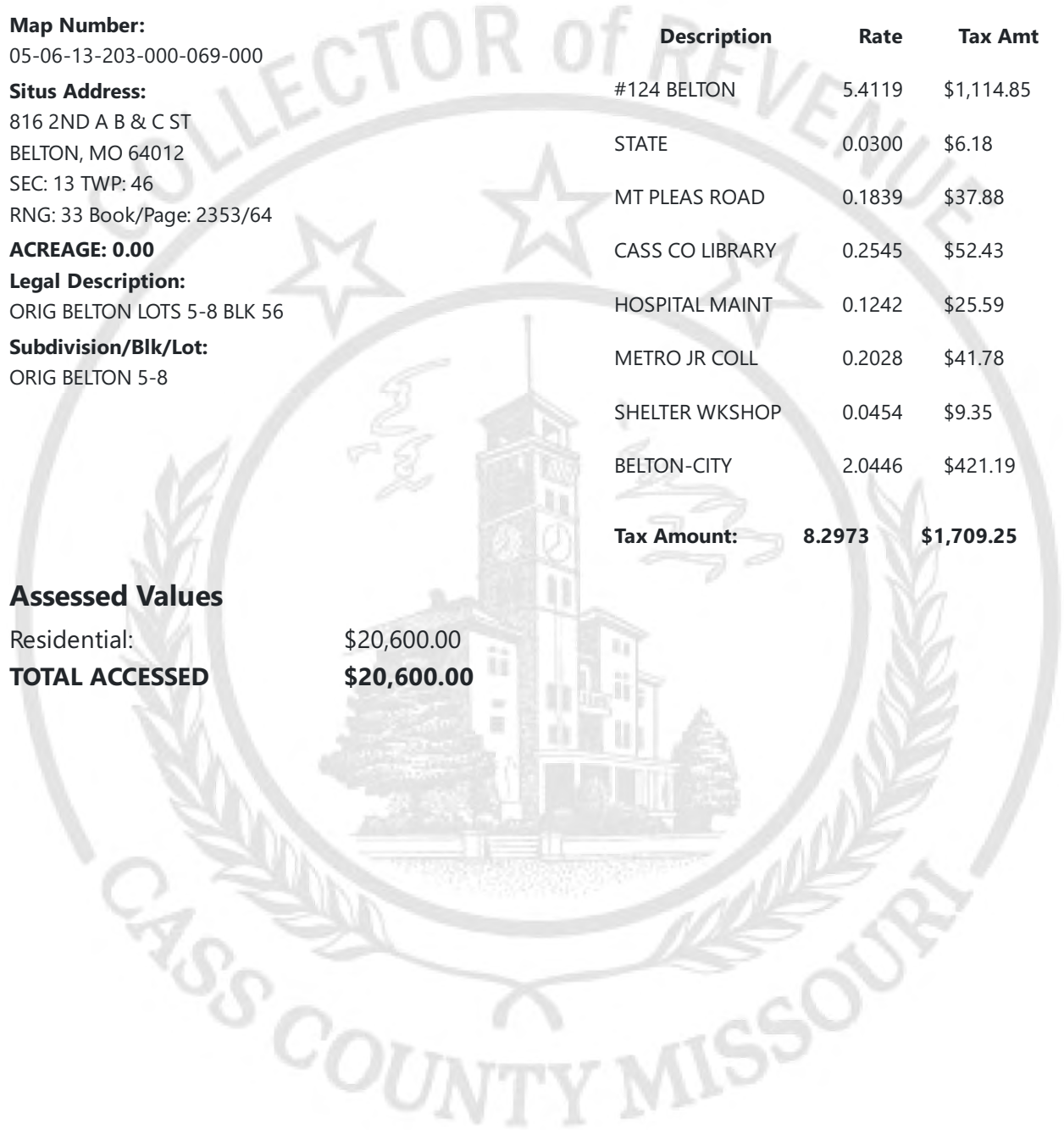
**Subdivision/Blk/Lot:**

ORIG BELTON 5-8

Description	Rate	Tax Amt
#124 BELTON	5.4119	\$1,114.85
STATE	0.0300	\$6.18
MT PLEAS ROAD	0.1839	\$37.88
CASS CO LIBRARY	0.2545	\$52.43
HOSPITAL MAINT	0.1242	\$25.59
METRO JR COLL	0.2028	\$41.78
SHELTER WKSHOP	0.0454	\$9.35
BELTON-CITY	2.0446	\$421.19
<b>Tax Amount:</b>	<b>8.2973</b>	<b>\$1,709.25</b>

## Assessed Values

Residential: \$20,600.00  
**TOTAL ACCESED \$20,600.00**





Front of the house




Front of the house





Aerial View

<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee C. Date of Delivery 5-12-23	B. Received by (Printed Name) 	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
---	--	---

Complete return to sender  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Dan Brower  
 Director  
 Cass County Public Library  
 400 E Mechanic Street  
 Harrisonville, MO 64701


2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 644

PS Form 3811, July 2015 PSN 7530-02-000-9053

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Bob Huston  
 Presiding Commissioner  
 Cass County Courthouse  
 102 East Wall Street  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0873 38

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Bob Huston

C. Date of Delivery  
 5-12-23

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No


2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 6514

PS Form 3811, July 2015 PSN 7530-02-000-9053

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Robert Greenwood  
 Chief Executive Officer  
 CASCO Area Workshop  
 1800 Vine  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0874 20

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Michael Johnson

C. Date of Delivery  
 5/12

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No


2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 6354

PS Form 3811, July 2015 PSN 7530-02-000-9053

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. J. Christopher Lang, MHA, FACHE  
 Chief Executive Officer  
 Cass County Regional Medical Center  
 2800 e. Rock Haven Road  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0874 13

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Ben Schuster

C. Date of Delivery  
 5/12/23

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No


2. Article Number (Transfer from service label)  
 7020 0090 0000 8200 6378

PS Form 3811, July 2015 PSN 7530-02-000-9053

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. J. Christopher Lang, MHA, FACHE  
 Chief Executive Officer  
 Cass County Regional Medical Center  
 2800 e. Rock Haven Road  
 Harrisonville, MO 64701

  
 9590 9402 5393 9189 0874 13

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Ben Schuster

C. Date of Delivery  
 5/12/23

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY (MoDPS) FOR A TOTAL OF \$20,000.00.**

**WHEREAS**, the Fire Department submitted an application for the American Rescue Plan Act grant offered through the Missouri Department of Public Safety; and

**WHEREAS**, the total grant of \$40,000.00 offered \$20,000.00 of federal funding and required \$20,000.00 of in-kind cost sharing by the City; and

**WHEREAS**, the Belton Fire Department has received an award letter for the ARPA FPG grant; and

**WHEREAS**, the Fire Chief believes it is in the best interest of the citizens of Belton to accept these funds and use them toward the purchase of updated fire protection gear.

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

- Section 1.** That the City Council hereby approves the Missouri Department of Public Safety Grant, herein attached and incorporated as Exhibit A to the Ordinance, for the grants being administered by the Belton Fire Department.
- Section 2.** That the Mayor is authorized to sign the grant agreement.
- Section 3.** 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 Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the day \_\_\_\_ of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title: DFS ARPA FPG Grant**

**Agenda Date: May 30, 2023**

**Presented by: Fire Chief John Sapp**

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### **Background**

- The Division of Fire Safety made a grant available through ARPA funds that must be dedicated to approved fire protection activities or equipment
- Belton Fire Department currently has a fire gear replacement program which was an approved activity of this grant.
- The fire chief felt this was a good use of these grant funds that will be used to help offset some of the added cost of purchasing new employees fire protection gear.

### **Financial/Budget Considerations**

- This will have a \$20,000.00 positive impact to the budget
- The grant project totals \$40,000.00. An in-kind match of \$20,000.00 is required of the City.
- The in-kind match has been satisfied with monies used to purchase required fire protection gear already spent from the FY23 budget.

### **Legal Considerations**

- There were no legal concerns.

### **Policy Considerations**

- This grant is assisting the continuation of our current gear replacement program. The program assures our firefighters have up to date and compliant firefighting gear.
- Receiving this grant will help offset some of the cost that we would have already been obligated to spend.

### **Staff Recommendation**

- Staff recommends the acceptance of this grant.



**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

May 5, 2023

Mr. Norman Larkey Sr., Mayor  
Belton Fire Department  
16300 N Mullen Rd  
Belton, MO 64012

RE: SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)  
Fire Protection Grant (FPG)  
Award #SLFRP4542-FPG009

Dear Mr. Larkey Sr.:

Thank you for your recent application submission to the SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG). Your application has been selected for funding in the amount of \$20,000.00. As a condition of the award, you are required to contribute a cost match in the amount of \$20,000.00 of non-Federal funds, or fifty (50) percent of the total approved project costs of \$40,000.00. Please note, total projects costs may exceed the amount listed in this letter as the maximum amount of cost match required to receive the maximum award is \$20,000.00.

Enclosed is the SFY 2023 ARPA SLFRF FPG Subaward Agreement for Belton Fire Department. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than June 5, 2023.

The project period of performance for this award begins December 1, 2022 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Belton Fire Department received a total score of twenty nine (29), which classifies the agency as a medium risk subrecipient of noncompliance with the SFY 2023 ARPA SLFRF FPG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Joanne Talleur at (573) 522-2851 or [Joanne.Talleur@dps.mo.gov](mailto:Joanne.Talleur@dps.mo.gov).

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter". The signature is written in a cursive style with a large initial "J" and "M".

Joni McCarter, Program Manager  
Missouri Department of Public Safety  
Office of Homeland Security

Attachment(s): Subaward Agreement  
Articles of Agreement/Special Conditions



**Missouri Department of Public Safety**  
**Office of Homeland Security**  
**Division of Grants**  
 P.O. Box 749, Jefferson City, MO 65101  
 Telephone: 573-526-6125 Fax: 573-526-9012

**SUBAWARD AGREEMENT**

DATE 05/05/2023	
FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER FPG009
UEI NUMBER L2ZPQT545ZP1	

SUBRECIPIENT NAME Belton Fire Department	
ADDRESS 16300 N Mullen Rd	
CITY Belton	STATE MO
ZIP CODE 64012	
TOTAL AMOUNT OF THE FEDERAL AWARD \$40,000.00	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$20,000.00
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$20,000.00	TOTAL APPROVED COST SHARING OR MATCHING \$20,000.00
PROJECT PERIOD FROM 12/1/2022	PROJECT PERIOD TO 06/30/2026
FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SY23 ARPA FPG - Belton Fire Department	
FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety
IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Joanne Talleur		NAME John Sapp, Chief	
E-MAIL ADDRESS Joanne.Talleur@dps.mo.gov		ADDRESS (If different from above) 16300 N Mullen Rd	
TELEPHONE (573) 522-2851		CITY, STATE AND ZIP CODE Belton, MO 64012	
PROGRAM MANAGER Joni McCarter	TELEPHONE 816-331-7969	E-MAIL ADDRESS jsapp@beltonfire.org	

SUMMARY DESCRIPTION OF PROJECT

The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG) provides grant funding for fire protection entities for fire protection/service activities.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Norman Larkey Sr., Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Belton Fire Department
AWARD NUMBER SLFRP4542-FPG009	DATE 05/05/2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article I – Missouri Department of Public Safety, Specific**

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Belton Fire Department
AWARD NUMBER SLFRP4542-FPG009	DATE 05/05/2023
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from OHS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the OHS definition of equipment that are purchased with ARPA SLFRF FPG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:  
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
  - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
  - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Belton Fire Department
AWARD NUMBER SLFRP4542-FPG009	DATE 05/05/2023
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Belton Fire Department
AWARD NUMBER SLFRP4542-FPG009	DATE 05/05/2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.

b. Vehicle Stops:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. DWI Law – Law Enforcement:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with must be made in the United States.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Belton Fire Department
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h. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Belton Fire Department
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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF FPG Compliance Workshop. No claims will be reimbursed by DPS until a member of the subrecipient agency has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS
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## APPENDIX I – MEMORANDUM OF AGREEMENT

### TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: **Belton Fire Department** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on **12/1/2022** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>1</sup>

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.<sup>2</sup>

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>3</sup>

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<sup>1</sup> For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

<sup>2</sup> For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

<sup>3</sup> For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include,

without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the

federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.<sup>4</sup>

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee’s successors, transferees, and assignees for the period in which such assistance is provided.

*Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency’s or court’s

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<sup>4</sup> Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>5</sup>

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

<sup>5</sup> Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

\*\*\*\*\*THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS\*\*\*\*\*

III. This grant to **Belton Fire Department** (“Grantee”) constitutes a subaward<sup>6</sup> of federal financial assistance<sup>7</sup> provided to the State of Missouri (“State”) by the U.S. Department of Treasury.

The Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient<sup>8</sup> and the State is a pass-through entity<sup>9</sup> for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Belton Fire Department**
- Subrecipient's unique entity identifier: **L2ZPQT545ZP1**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **12/1/2022 – 6/30/2026**
- Subaward Budget Period Start and End Date: **12/1/2022 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$20,000.00.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$20,000.00.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$20,000.00.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri

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<sup>6</sup> “Subaward” is defined at 2 C.F.R. § 200.1.

<sup>7</sup> “Federal financial assistance” is defined at 2 C.F.R. § 200.1

<sup>8</sup> “Subrecipient” is defined at 2 C.F.R. § 200.1.

<sup>9</sup> “Pass-through entity” is defined at 2 C.F.R. § 200.1.



legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
  - Name: **Joanne Talleur**
  - Phone Number: **(573) 522-2851**
  - Email Address: [joanne.talleur@dps.mo.gov](mailto:joanne.talleur@dps.mo.gov)
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>10</sup>

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**<sup>11</sup>

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

<sup>10</sup> Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

<sup>11</sup> 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

**AN ORDINANCE APPROVING AN ACCESS AGREEMENT BETWEEN THE PORT AUTHORITY OF KANSAS CITY (“PORT KC”) AND THE BELTON FIRE DEPARTMENT.**

**WHEREAS**, Port KC, Missouri owns property at 15800 Calvary Rd. Kansas City, MO 64147, 15714 Norton, 15809 Fairchild, and 15805 Norton Ave. Kansas City MO, 64137 (hereinafter “Property”); and

**WHEREAS**, as owner of this property, Port KC has care, custody, and control of the Property and authority to enter into this non-destructive access and use agreement (hereinafter “Agreement”); and

**WHEREAS**, Port KC appreciates the benefit of using the Property for public safety and essential firefighting training; and

**WHEREAS**, the Property is currently vacant; and

**WHEREAS**, the Belton Fire Department is in need of training sites to keep and improve firefighter skills in such skills as non-destructive access.

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

**SECTION 1.** That the City Council hereby authorizes the access agreement with Port KC, herein attached and incorporated as **Exhibit A**.

**SECTION 2.** That the Fire Chief is Authorized to sign the agreement on behalf of the City.

**SECTION 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                            COUNCILMEMBER:

NOES:                            COUNCILMEMBER:

ABSENT:                        COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title: FD Training Agreement**

**Agenda Date: May 30, 2023**

**Presented by: Fire Chief John Sapp**

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### **Background**

- The fire department continually searches for ways to provide quality training to assure the readiness of personnel. KC Port Authority has multiple buildings and property that provides good training opportunities.
- We have coordinated with KC Port Authority for many years now. Typical training agreements are processed through resolutions, however, since the Port Authority is a government agency we are required to complete the agreement via ordinance.

### **Financial/Budget Considerations**

- This agreement has no impact on the budget.

### **Legal Considerations**

- The current training agreements were developed by the city's legal council and have been used for several years.

### **Policy Considerations**

- There are no policy considerations.

### **Staff Recommendation**

- Staff recommends approval.

**AGREEMENT TO ACCESS AND USE PROPERTY  
FOR BELTON FIRE DEPARTMENT TRAINING EXERCISES**

This Agreement is between the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri (hereinafter "*Owner or Occupant*") and the City of Belton, Missouri, a municipal corporation and constitutional charter city, (hereinafter "*City*"), by and through its Fire Department.

**WHEREAS**, Port KC *owns property at* 15800 Calvary Rd. Kansas City, MO 64147, 15714 Norton, 15809 Fairchild, and 15805 Norton Ave. Kansas City MO, 64137, (hereinafter "*Property*"); and

**WHEREAS**, owner of this property, Port KC has care, custody and control of the Property and authority to enter into this non-destructive access and use agreement (hereinafter "*agreement*"); and

**WHEREAS**, Port KC appreciates the benefit of using the Property for public safety and essential firefighting training; and

**WHEREAS**, the Property is currently vacant; and

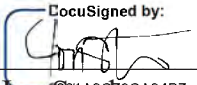
**WHEREAS**, the Belton Fire Department is in need of training sites to keep and improve firefighter skills in such skills as non-destructive access.

**NOW THEREFORE**, the parties agree as follows:

1. Port KC agrees to the Belton Fire Department accessing and using the Property between the dates between the signing of this agreement and April 30, 2024.
2. The type of training that the Belton Fire Department will conduct is non-destructive access and building approaches including non-destructive use of the inside and or applying ladders to structures on the Property to make access and use of the rear parking lot for driving and pump training.
3. No live fires will be set on the property. Any smoke generated will be of artificial means that will not endanger life or property.
4. The Belton Fire Department will secure the structure to the best of its ability with reasonable means during and after each training session to discourage anyone from trespassing on the Property during or after the training exercises.
5. Nothing will be removed from the property by the members of the Belton Fire Department.
6. The City of Belton assumes full responsibility for any injuries sustained by any member of the Belton Fire Department during the training exercises at the Property and the City of Belton will not assert any claims against Owner.
7. The City of Belton has placed the Owner and Occupant on its liability and casualty policy as an additional insured for the benefit of the Owner and Occupant should damage or liability occur during the training exercises. The City of Belton agrees to repair or replace any damage to the building that is not covered by insurance.

**PORT AUTHORITY OF KANSAS CITY, MISSOURI:**

**CITY OF BELTON:**

DocuSigned by:  
  
 Jon Stephens  
 President & CEO  
 DATE: 4/13/2023

\_\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**R2023-48**

**A RESOLUTION APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL, ENVIRONMENTAL, AND OTHER SERVICES BETWEEN THE CITY OF BELTON AND PROFESSIONAL ENGINEER CONSULTANTS, PA FOR A TERM OF THREE (3) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED EIGHT (8) YEARS.**

**WHEREAS**, the City issued Request for Qualification (RFQ) 23-010 for On-Call Geotechnical, Environmental, and Other Services to provide services the City does not currently have qualified personnel to perform including concrete testing, asbestos project inspection, asbestos testing, soil compaction testing as well as geotechnical and environmental services; and

**WHEREAS**, the RFQs were reviewed, and Staff approves an On-Call Professional Services Contract for Geotechnical, Environmental, and Other Services with Professional Engineer Consultant, PA.

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

**SECTION 1.** That this resolution authorizing and approving the On-Call Professional Services Contracts for Geotechnical, Environmental, and Other Services between the City of Belton and Professional Engineer Consultants, PA, attached as **Exhibit A**, for a term of three (3) years with the option of up to five (5) subsequent one (1) year periods not to exceed eight (8) years is hereby approved for purposes described above.

**SECTION 2.** That the Assistant City Manager is authorized to sign the On-Call Professional Services Contract on behalf of the City of Belton, Missouri.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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





## COUNCIL ACTION REPORT

**Title:** On-Call Geotechnical, Environmental, and Other Services Contract – Professional Engineer Consultants, PA

**Agenda Date:** May 30, 2023

**Presented by:** Greg Rokos, Assistant City Manager

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### Background

- The City issued Request for Qualifications 23-010 for On-Call Geotechnical, Environmental, and Other Services to provide services the City does not currently have qualified personnel to perform. These services include concrete testing, asbestos project inspection, asbestos testing, soil compaction testing as well as geotechnical and environmental services. The City received five qualification packets.

### Financial/Budget Considerations

- The City pays the Professional per Task Agreement for completion of work.

### Legal Considerations

- The contract uses the standard City Attorney-approved City of Belton contract.

### Policy Considerations

- N/A

### Staff Recommendation

- Staff recommends approval of an On-Call Geotechnical Environmental, and Other Services Contract with Professional Engineer Consultants, PA.



**CITY OF BELTON  
CONTRACT FOR SERVICES**

**ON-CALL GEOTECHNICAL, ENVIRONMENTAL, AND OTHER SERVICES**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_\_, 2023 between Professional Engineer Consultants, PA, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1100 Main Street, Suite 1800 Kansas City, Missouri, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the Public Works Director's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I  
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in and according to Task Agreement and Scope of Services in **Appendix B: Attachment 1** and the General Terms and Conditions in **Appendix A** commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. The actual scope of services will be finalized with the individual task agreement. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION**

The work shall begin upon Council approval and Public Works Director's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III  
CONTRACT SUM AND PAYMENT**

The City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provision herein set. The City Manager has authority to approve change orders.

**ARTICLE IV  
CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

**ARTICLE V  
INSURANCE REQUIREMENTS**

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
  - a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - i. Severability of Interests Coverage applying to Additional Insureds
    - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
  - iv. No Contractual Liability Limitation Endorsement
  - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability  
\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

<b>Professional's Minimum</b>	<b>Fee Minimum Limits</b>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in **Appendix B: Attachment 4** or its equivalent.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

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

## **ARTICLE VI RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by Subcontractors and their employees and be responsible for the work performed by Subcontractors hired by the Contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county, and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any Subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards, and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure Subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

**ARTICLE VII  
TERMINATION OF AGREEMENT**

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular mail, certified mail, or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

**ARTICLE VIII  
ARBITRATION**

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

**ARTICLE IX  
WARRANTY**

Contractor shall within ten (10) days of written notice from the City correct any work found to be defective, incorrect, or not in accordance with **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

**ARTICLE X  
AFFIDAVIT of WORK AUTHORIZATION**

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**ARTICLE XI  
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

**THE CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Greg Rokos, P.E., Public Works Director

Attest: \_\_\_\_\_  
Andrea Cunningham, City Clerk

SEAL)

**CONTRACTOR'S NAME**

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

Title: VP Geotechnical Services

Attest:  \_\_\_\_\_  
Jessica Ballard, Project Assistant

## APPENDIX A

### General Terms and Conditions

#### A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

#### B. *Contract Period*

Award of this contract is a 3-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Appendix B: Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed eight (8) years.

#### C. *Hold Harmless Clause*

The Contractor shall during the term of the contract including any warranty period indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### D. *Exemption from Taxes*

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

#### E. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.



**F. *Invoicing and Payment***

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

**G. *Cancellation***

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**H. *Contractual Disputes***

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director, or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

**I. *Severability***

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**J. *Applicable Laws***

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

**K. *Drug/Crime Free Workplace***

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

**L. *Inspection***

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

**M. *Escalation of Fees***

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

**N. *Permits***

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

**O. *Release of Information***

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

**P. *Rejection of Bids***

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

**Q. *Affidavit of Work Authorization and Documentation:***

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

## **APPENDIX B**

### **On-Call Professional Services Contract Attachments**

**Attachment 1 – Generic Task Agreement**

**Attachment 2 – Contractor Performance Appraisal**

**Attachment 3 – Schedule of Hourly Rates and Expenses**

**Attachment 4 – Standard Certificate of Insurance Form**

**Attachment 5 – Affidavit of Work Authorization**

# ATTACHMENT 1



**PUBLIC WORKS**

## City of Belton – Public Works Task Agreement

Contract \_\_\_\_\_

Ordinance or Resolution:	Task Agreement No	Funding Amount  Date of Schedule of Hourly Rates and Expenses:  Purchase Order No:
--------------------------	-------------------	--

Project Title \_\_\_\_\_

Contractor/Consultant (including subs):	Division and Staff Project Manager
---	------------------------------------

Project Management Manual reviewed	Attachments (Gantt Chart, etc.):
------------------------------------	----------------------------------

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

Staff Signatures		Partner Signatures	
<b>Director of Public Works:</b> Greg Rokos	<b>City Manager:</b> Joe Warren	<b>Project Manager:</b>	<b>Company Principal (if different):</b>
Signature _____	Signature _____	Signature _____	Signature _____
Date _____	Date _____	Date _____	Date _____

Project Type									
Project Discipline(s)									

Report(s) Received: \_\_\_\_\_

Work on File \_\_\_\_\_

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attach scope of work, budget, and other supporting material

## ATTACHMENT 2

### Contractor Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and Contractors. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

What type of activities was this Contractor responsible for?

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

## **ATTACHMENT 3**

### **Schedule of Hourly Rates and Expenses**

To be provided by selected Contractor and incorporated into Contract

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



## 2023 FIELD SERVICES MASTER RATES

January 1, 2023

### EXHIBIT B

<u>TITLE</u>	<u>HOURLY RATE*</u>
Principal Engineer.....	\$220.00
Senior Engineer .....	\$175.00
Senior Field Project Manager .....	\$160.00
Field Project Manager .....	\$145.00
Senior Technician .....	\$140.00
Project Engineer .....	\$155.00
Land Surveyor .....	\$130.00
Senior Inspector .....	\$150.00
Inspector .....	\$120.00
Metals Technician .....	\$100.00
Party Chief .....	\$115.00
Driller .....	\$105.00
Laboratory Supervisor/Manager .....	\$145.00
Survey Technician .....	\$90.00
Project Assistant .....	\$90.00
Senior Field Technician.....	\$69.00
Masonry Inspector .....	\$62.00
Field Technician.....	\$55.00

\*Premium time for all non-salaried personnel is a 1.5 multiplier when on overtime or as noted in the contract



**REIMBURSABLES**

**RATE**

#635 Sieve Test .....	\$220.00/each
1 Point Curve Checks (ASTM D-698/1557) .....	\$65.00/each
Air Meter Calibration.....	\$110.00/each
Alkali-Silica Reactivity (ASTM C-1260).....	\$750.00/each
API 1104 Multiple Position .....	\$880.00/each
API 1104 Single Position.....	\$545.00/each
ASME IX Performance Qualification (Larger than Schedule 40 Pipe).....	Price on Request
ASME IX Performance Qualification, 1/2" or less, plate .....	\$380.00/each
ASME IX Performance Qualification, >1/2" Plate or Stainless Steel .....	Price on Request
ASME IX Performance Qualification, pipe .....	\$440.00/each
ASME IX Procedure Qualification (Larger than Schedule 40 Pipe).....	Price on Request
ASME IX Procedure Qualification, 1/2" or less, plate .....	\$685.00/each
ASME IX Procedure Qualification, >1/2" Plate or Stainless Steel .....	Price on Request
ASME IX Procedure Qualification, pipe .....	\$745.00/each
Asphalt Mix Designs (FAA/KDOT/etc.) .....	\$880.00/each
AWS D1.3 Performance Qualification .....	\$135.00/each
Atterberg Limits (ASTM D-4318) .....	\$90.00/each
AWS D1.1 Performance Qualification, <3/8" Contractor Prepped .....	\$160.00/each
AWS D1.1 Performance Qualification, 13/16" - 1 1/2" plate .....	\$485.00/each
AWS D1.1 Performance Qualification, 3/8" or less, pipe .....	\$315.00/each
AWS D1.1 Performance Qualification, 3/8" or less, plate .....	\$315.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", pipe .....	\$485.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", plate .....	\$485.00/each
AWS D1.1 Procedure Qualification, 13/16" - 1 1/2", plate .....	\$685.00/each
AWS D1.1 Procedure Qualification, 13/16" - 1 1/2", Stainless Steel plate .....	\$715.00/each
AWS D1.1 Procedure Qualification, 3/8" or less, pipe .....	\$620.00/each
AWS D1.1 Procedure Qualification, 3/8" or less, plate .....	\$560.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", pipe .....	\$685.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", plate .....	\$625.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", Stainless Steel pipe .....	\$715.00/each
AWS D1.1 Procedure Qualification, over 1 1/2".....	Price on Request
AWS D1.1, Face/Root Bend.....	\$70.00/each

**REIMBURSABLES**

**RATE**

AWS D1.1, Procedure Qualification, Steel Tensile Test .....	\$90.00/each
AWS D1.4 Procedure Qualification, Reinforcing Steel Tensile Test.....	\$160.00/each
AWS D1.6 Performance Qualification, 13/16" - 1 1/2" Stainless Steel plate .....	\$485.00/each
AWS D1.6 Performance Qualification, 3/8" or less, Stainless Steel plate .....	\$485.00/each
AWS D1.6 Performance Qualification, 7/16" - 3/4", Stainless Steel pipe .....	\$485.00/each
AWS D1.6 Performance Qualification, 7/16" - 3/4", Stainless Steel plate .....	\$485.00/each
AWS D1.6 Performance Qualification, 3/8" or less, Stainless Steel pipe .....	\$485.00/each
AWS D1.6 Procedure Qualification, 3/8" or less Stainless Steel pipe .....	\$655.00/each
AWS D1.6 Procedure Qualification, 3/8" or less, Stainless Steel plate .....	\$590.00/each
AWS D1.6 Procedure Qualification, 7/16" - 3/4", Stainless Steel plate .....	\$655.00/each
AWS D14.1 Procedure Qualifications .....	\$625.00/each
AWS D14.1 Weld Performance Qualification.....	\$220.00/each
AWS Performance Qualifications (Other Codes) .....	Price on Request
Bulk Specific Gravity/Absorption of Dimension Stone, set of 5 (ASTM C-97) .....	\$150.00/set
Calcium Chloride Emission Kit .....	\$40.00/each
California Bearing Ratio (ASTM D-1883) .....	\$440.00/each
Cement Soil Unconfined Compression Test .....	\$90.00/each
Cement Stabilized Soil Mix Design .....	\$2,530.00/each
Cement Treated Base Mix Design .....	\$2,530.00/each
Cold Feed Gradation.....	\$85.00/each
Compression/Absorption Test of Cast Stone, set of 6 .....	\$265.00/set
Compression Tests of Cylinders (ASTM C-39**).....	\$15.00/each
Compression Tests of 2"x2"x2" cubes (ASTM C-109**).....	\$15.00/each
Compression Test of Dimension Stone, set of 5 (ASTM C-170) .....	\$165.00/set
Concrete Block/Prism Compression Test (ASTM C-140) .....	\$87.00/each
Concrete/Mortar/Grout Mix Design, Large Test Batch.....	\$770.00/each
Concrete/Mortar/Grout Mix Design, Test Batch .....	\$550.00/each
Concrete/Mortar/Grout Mix Design, Trial Batch .....	\$220.00/each
Constant Head Permeability (ASTM D-2434).....	\$495.00/each
Core Compression Test.....	\$55.00/each
Core Density/Thickness Measurement.....	\$40.00/each
CTB Core, Compression Test.....	\$90.00/each

<b><u>REIMBURSABLES</u></b>	<b><u>RATE</u></b>
CTB Density .....	\$60.00/each
Cylinder Mold .....	\$2.50/each
Deleterious Materials (clay lumps & friable particles, ASTM C-142) .....	\$110.00/each
Desktop Review .....	\$550.00/each
Dry Rodded Unit Weight.....	\$80.00/each
Dry Unit Weight (ASTM D-2166).....	\$45.00/each
Extraction Only (ASTM D-2172).....	\$190.00/each
Extraction/Gradation (ASTM D-2172, C-136, C-117) .....	\$250.00/each
Falling Head Permeability (ASTM D-5084).....	\$495.00/each
Flat & Elongated Particles (ASTM D-4791).....	\$130.00/each
Flexural Test of 6"x6"x22" beams (ASTM C-78**) .....	\$50.00/each
Flexural Test of Dimension Stone, set of 5 (ASTM C-880).....	\$440.00/set
Freeze-Thaw, KDOT (ASTM Procedure).....	\$385.00/each
Specific Gravity and Absorption (ASTM C-127/C-128).....	\$110.00/each
Grout Compression Tests of 3"x6" Specimens (ASTM C-39**).....	\$25.00/each
Grout Shrinkage (ASTM C-157).....	\$780.00/each
Hardened Concrete Properties (ASTM C-642).....	\$220.00/each
Ignition Oven Test.....	\$225.00/each
Jack Calibration .....	\$350.00/each
KDOT "Boil Test", set of 3 .....	\$300.00/set
Lime Determination (ASTM D-4253/4254).....	\$690.00/each
Los Angeles Abrasion (ASTM C-131/C-535).....	\$190.00/each
Lightweight Pieces/Chert Analysis.....	\$110.00/each
Lightweight Deflectometer Equipment .....	\$165.00/day
Marshall Properties (ASTM D-1559).....	\$85.00/each
Material Finer than 200 Sieve (ASTM D-1140).....	\$50.00/each
Modulus Rupture of Dimension Stone, set of 5 (ASTM C-99) .....	\$440.00/set
Moisture Content (ASTM C-566).....	\$35.00/each
Standard Proctor (ASTM D-698/D-1557) .....	\$160.00/each
Organic Content (AASHTO T267).....	\$30.00/each
Organic Impurities (ASTM C-40).....	\$80.00/each
Percent Sticks (KT-35) .....	\$110.00/each

<b><u>REIMBURSABLES</u></b>	<b><u>RATE</u></b>
Percentage of Fractured Faces ASTM D-5821.....	\$110.00/each
Resipod Surface Resistivity, set of 3 (KT-79) .....	\$275.00/set
Sand Equivalent (ASTM C-2419) .....	\$140.00/each
Sieve Analysis, ≤1" max (ASTM C-136, C-117).....	\$85.00/each
Particle Size Analysis of Soils (Hydrometer, ASTM D-422).....	\$200.00/each
Sodium/Magnesium Sulfate Soundness (ASTM C-88, 5 cycles).....	\$250.00/each
Soil Resistivity, Box Method.....	\$220.00/each
Specific Gravity (ASTM D-854).....	\$150.00/each
Triaxial Shear Test .....	\$440.00/each
Unconfined Compression Test (ASTM D-2166).....	\$90.00/each
Uncompacted Air Voids.....	\$85.00/each
Uncompacted Voids (ASTM C-1252/KT) .....	\$165.00/each
Vacuum Specific Gravity .....	\$60.00/each
Direct Shear (ASTM D-3080).....	\$495.00/each
Relative Density (ASTM D-4253/4254).....	\$495.00/each
Swell-Consolidation (ASTM D-2435) .....	\$495.00/each
3D Laser Scanner .....	\$150.00/hour
All Terrain Vehicle .....	\$20.00/hour
Car Rental and Fuel .....	Cost plus \$10%
Concrete Testing Equipment.....	\$10.00/each
Coring Equipment.....	\$21.00/hour
Drill Rig Use.....	\$75.00/hour
Equipment Rental .....	Cost plus 10%
Global Positioning System .....	\$50.00/hour
Infrared Camera .....	\$50.00/hour
Nuclear Gauge .....	\$20.00/each
Robotic Total Station.....	\$50.00/hour
Schmidt Hammer, James R-Meter .....	\$15.00/hour
Unmanned Aircraft System (UAS) .....	\$150.00/hour
Ultrasonic Testing Equipment.....	\$100.00/each
Deliveries and Overnight Mail .....	Cost plus 10%
Filing Fees.....	Cost plus 10%

**REIMBURSABLES**

**RATE**

Material.....	Cost plus 10%
Outside Consultants.....	Cost plus 10%
Per Diem, Lodging.....	Cost plus 10%
Per Diem, Meals.....	Cost plus 10%
Pickup Trucks with Trailers .....	\$0.85/mile
Reproduction & Photography .....	Cost plus 10%
Semi-Trailer Mileage .....	\$3.50/mile
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Truck Mileage .....	\$0.70/mile
Vehicle Mileage .....	\$0.65/mile
Trip .....	Per Contract/each

\*\*Compression Tests will be billed when specimens are fabricated and/or delivered to the Laboratory.

Note: This fee schedule is not all inclusive. Other labor, equipment, materials, & tests are available upon request.

Rates shown above are effective for services through 31 December 2023 and subject to revision after.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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).

<b>PRODUCER</b> IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	<b>CONTACT NAME:</b> IMA Wichita Team	
	<b>PHONE (A/C, No, Ext):</b> 316-267-9221	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> certs@imacorp.com		
License#: PC-1210733		<b>INSURER(S) AFFORDING COVERAGE</b>
PROFENG-01		<b>INSURER A:</b> Continental Casualty Company
		<b>INSURER B:</b> Valley Forge Insurance Company
		<b>INSURER C:</b> Berkley Insurance Company
		<b>INSURER D:</b> The Continental Insurance Company
		<b>INSURER E:</b>
		<b>INSURER F:</b>
<b>INSURED</b> Professional Engineering Consultants, PA 303 S Topeka St Wichita, KS 67202-4309		<b>NAIC #</b>
		20443
		20508
		32603
		35289

**COVERAGES**

CERTIFICATE NUMBER: 846461947

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5088166136	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4034141898	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4034141884	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4034141903	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEC905922207	10/1/2022	10/1/2023	See Below for Limits & Deductibles

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

Professional Liability Limits: \$10,000,000 Per Claim; \$10,000,000 Aggregate.  
 Deductibles: \$200,000 Deductible Per Claim, \$600,000 Policy Year Aggregate (includes defense expenses).  
 General Liability and Automobile Liability include a Severability of Interest Clause, subject to the policy terms and conditions.  
 Named Insured includes PEC Field Services, A Department of Professional Engineering Consultants, PA.

RE: On-call Geotechnical, Environmental and Other Services.

City of Belton and its agencies, officials, officers, and employees are included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability Policies, if required by the written contract or agreement, subject to the policy terms and conditions. Umbrella Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability policies, subject to the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Belton, Missouri  
 Public Works Department  
 506 Main Street  
 Belton MO 64012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ATTACHMENT 5

### AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared 4/7/2023, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

Robert W. Henthorne, PG

Company: Professional Engineering Consultants, PA

Address: 1100 Main Street, Suite 1800, Kansas City, MO 64105

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name Professional Engineering Consultants, PA




Signature

Name: Robert W. Henthorne, PG

Title: VP Geotechnical Engineering

Subscribed and sworn to before me this 7th day of April, 2023.

STATE OF Kansas COUNTY OF Sedgwick

Notary Public: 

My Commission Expires: 08/04/2025



**PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



**R2023-49**

**A RESOLUTION APPROVING THE ON-CALL PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL, ENVIRONMENTAL, AND OTHER SERVICES BETWEEN THE CITY OF BELTON AND TERRACON CONSULTANTS, INC. FOR A TERM OF THREE (3) YEARS WITH THE OPTION OF UP TO FIVE (5) SUBSEQUENT ONE (1) YEAR PERIODS NOT TO EXCEED EIGHT (8) YEARS.**

**WHEREAS**, the City issued Request for Qualification (RFQ) 23-010 for On-Call Geotechnical, Environmental, and Other Services to provide services the City does not currently have qualified personnel to perform including concrete testing, asbestos project inspection, asbestos testing, soil compaction testing as well as geotechnical and environmental services; and

**WHEREAS**, the RFQs were reviewed, and Staff approves an On-Call Professional Services Contract for Geotechnical, Environmental, and Other Services with Terracon Consultants, Inc.

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

**SECTION 1.** That this resolution authorizing and approving the On-Call Professional Services Contracts for Geotechnical, Environmental, and Other Services between the City of Belton and Terracon Consultants, Inc., attached as **Exhibit A**, for a term of three (3) years with the option of up to five (5) subsequent one (1) year periods not to exceed eight (8) years is hereby approved for purposes described above.

**SECTION 2.** That the Assistant City Manager is authorized to sign the On-Call Professional Services Contract on behalf of the City of Belton, Missouri.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title:** On-Call Geotechnical, Environmental, and Other Services Contract – Terracon Consultants, Inc.

**Agenda Date:** May 30, 2023

**Presented by:** Greg Rokos, Assistant City Manager

---

### Background

- The City issued Request for Qualifications 23-010 for On-Call Geotechnical, Environmental, and Other Services to provide services the City does not currently have qualified personnel to perform. These services include concrete testing, asbestos project inspection, asbestos testing, soil compaction testing as well as geotechnical and environmental services. The City received five qualification packets.

### Financial/Budget Considerations

- The City pays the Professional per Task Agreement for completion of work.

### Legal Considerations

- The contract uses the standard City Attorney-approved City of Belton contract.

### Policy Considerations

- N/A

### Staff Recommendation

- Staff recommends approval of an On-Call Geotechnical Environmental, and Other Services Contract with Terracon Consultants, Inc.



**CITY OF BELTON  
CONTRACT FOR SERVICES**

**ON-CALL GEOTECHNICAL, ENVIRONMENTAL, AND OTHER SERVICES**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_\_, 2023 between Terracon Consultants, Inc., an entity organized and existing under the laws of the State of Delaware, with an office located at 15620 W. 113<sup>th</sup> St, Lenexa, Kansas, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the Public Works Director's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I  
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in and according to Task Agreement and Scope of Services in **Appendix B: Attachment 1** and the General Terms and Conditions in **Appendix A** commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. The actual scope of services will be finalized with the individual task agreement. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION**

The work shall begin upon Council approval and Public Works Director's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III  
CONTRACT SUM AND PAYMENT**

The City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provision herein set. The City Manager has authority to approve change orders.

**ARTICLE IV  
CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

**ARTICLE V  
INSURANCE REQUIREMENTS**

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
  - a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - i. Severability of Interests Coverage applying to Additional Insureds
    - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
  - iv. No Contractual Liability Limitation Endorsement
  - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
  - Employers Liability
  - \$100,000 accident with limits of:
  - \$500,000 disease-policy limit
  - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

<b>Professional's Minimum</b>	<b>Fee Minimum Limits</b>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in **Appendix B: Attachment 4** or its equivalent.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

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

## **ARTICLE VI RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by Subcontractors and their employees and be responsible for the work performed by Subcontractors hired by the Contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county, and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any Subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards, and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure Subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

**ARTICLE VII  
TERMINATION OF AGREEMENT**

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular mail, certified mail, or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

**ARTICLE VIII  
ARBITRATION**

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

**ARTICLE IX  
WARRANTY**

Contractor shall within ten (10) days of written notice from the City correct any work found to be defective, incorrect, or not in accordance with **Appendix A** specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

**ARTICLE X  
AFFIDAVIT of WORK AUTHORIZATION**

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.



E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**ARTICLE XI  
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

**THE CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Greg Rokos, P.E., Public Works Director

Attest: \_\_\_\_\_  
Andrea Cunningham, City Clerk

SEAL)

**TERRACON CONSULTANTS, INC.**

By: *Cale Wilson*  
Cale Wilson, P.E.

Title: Vice President/Regional Manager

Attest: *Laura Sanford*  
Laura Sanford, Marketing Lead

## APPENDIX A

### General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 3-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Appendix B: Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed eight (8) years.

C. *Hold Harmless Clause*

The Contractor shall during the term of the contract including any warranty period indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. *Exemption from Taxes*

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

E. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. *Contractual Disputes*

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director, or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

I. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

J. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

K. *Drug/Crime Free Workplace*

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

L. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

O. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

## **APPENDIX B**

### **On-Call Professional Services Contract Attachments**

Attachment 1 – Generic Task Agreement

Attachment 2 – Contractor Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

# ATTACHMENT 1



## City of Belton – Public Works Task Agreement

Contract:			
Ordinance or Resolution:	Task Agreement No:	Funding Amount:	
		Date of Schedule of Hourly Rates and Expenses:	
		Purchase Order No:	
Project Title:			
Contractor/Consultant (including subs):		Division and Staff Project Manager:	
Project Management Manual reviewed:		Attachments (Gantt Chart, etc.):	
PROJECT Scope (can be in the form of an attachment):			
Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	City Manager: Joe Warren	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____
Project Type:			
Project Discipline(s):			
Report(s) Received:			
Work on File:			
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.			

Attach scope of work, budget, and other supporting material.

## ATTACHMENT 2

### Contractor Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and Contractors. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

What type of activities was this Contractor responsible for?

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:



## **ATTACHMENT 3**

### **Schedule of Hourly Rates and Expenses**

To be provided by selected Contractor and incorporated into Contract

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.

<b>Hourly Rates</b>		
<b>City of Belton, MO</b>		
<b>RFQ for On-Call Geotechnical, Environmental, and Other Services</b>		
<b>Terracon Proposal No. P02237120</b>		
<b>DESCRIPTION</b>	<b>RATE</b>	<b>UNITS</b>
<b>Geotechnical Personnel</b>		
Senior Consultant	\$ 275.00	hour
Senior Engineer	\$ 250.00	hour
Staff Engineer	\$ 230.00	hour
Project Manager	\$ 190.00	hour
Administrative Staff	\$ 100.00	hour
<b>Geotechnical Field Exploration Personnel</b>		
Drilling (Including Driller and Helper)	\$ 460.00	hour
Exploration Team Manager	\$ 156.00	hour
Logger	\$ 150.00	hour
<b>Environmental Personnel</b>		
Senior Engineer	\$ 225.00	hour
Project Manager	\$ 175.00	hour
Senior Scientist	\$ 150.00	hour
Staff Scientist	\$ 130.00	hour
Sr. CAD Operator	\$ 110.00	hour
Field Engineer/Scientist	\$ 105.00	hour
Administrative Staff	\$ 100.00	hour
*Additional Hourly Rates can be provided for Other Services, if requested.		

# ATTACHMENT 4



## CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY)

5/1/2023

**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).**

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>														
<b>INSURED</b> 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Allied World Assurance Company (U.S.) Inc.	19489	INSURER C : The Travelers Indemnity Company	25658	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : Lloyds of London		INSURER F :	
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**COVERAGES** TERCO01      **CERTIFICATE NUMBER:** 15470589      **REVISION NUMBER:** XXXXXXXX

**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TC2J-GSLA-9P529930	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	N	CUP-4W208814 (EXCLUDES PROF. LIAB.)	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CONTRACTORS POLLUTION LIAB	N	N	0312-6506	4/1/2023	4/1/2025	\$10,000,000 EACH OCCURANCE/AGGREGATE
E	PROFESSIONAL LIABILITY			LDUSA2305180	4/1/2023	4/1/2024	\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 RE: ON-CALL GEOTECHNICAL, ENVIRONMENTAL, AND OTHER SERVICES CONTRACT DATED XX/XX/2023. CITY OF BELTON AND ITS AGENCIES, OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO, AND EXCESS/UMBRELLA LIABILITY IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

15470589 CITY OF BELTON, MISSOURI PUBLIC WORKS DEPARTMENT 506 MAIN STREET BELTON MO 64012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY  
TC2J-GSLA-9P529930

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule; is an insured, but:
  - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
  - b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
    - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
      - a. The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or
      - b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01; the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;
      - (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified; the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or
  - (3) If neither Paragraph (1) nor (2) above applies:
    - a. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
    - b. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization . The insurance provided to such additional insured is subject to the following provisions:
      - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV —Commercial General Liability Conditions.

#### **4. Other Insurance**

##### **d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

Subsequent to the signing of that contract or agreement by you.

**CG T1 00 02 19**

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO  
ISSUE DATE: 04/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY  
COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH  
OTHER INSURANCE - CONTRACTORS**

This endorsement modifies insurance provided by the following:  
**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS**

**WHERE REQUIRED BY WRITTEN CONTRACT.**

**PROVISIONS**

**1. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II- COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

**2. The following is added to Paragraph 5., Other Insurance, in B., General Conditions , of SECTION IV - BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance** , this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**CA T6 00 02 16**

Umbrella Liability  
Policy Number: CUP-4W208814

**AMENDMENT OF COVERAGE - WHO IS AN INSURED**

This endorsement modifies insurance provided under the following:  
**EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**

The following replaces Paragraph A.2. of SECTION II - WHO IS AN INSURED:  
2. Any other person or organization qualifying as an insured in the "underlying insurance".

EU 01 25 07 16



POLICY NUMBER: TC2J-GLSA-9P529930  
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

**Number of Days' Notice: 30**

**NAME:** ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL, OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

**ADDRESS:** THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice with at least the Number of Days indication above before the effective date to our action.

IL T3 54 03 98

POLICY NUMBER: TC2J-CAP-131J3858

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY - NOTICE OF  
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice of Cancellation: 30**

**NAME:** ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

**ADDRESS:** THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

**IL T4 05 03 11**

**WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3  
POLICY NUMBER:  
UB-1T885681 (AZ, MA, WI), UB-1T88663A (AOS)**

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS**:

**Notice of Cancellation to Designated Persons or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address in at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

**Name and Address of Designated Persons or Organizations:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

**Number of Days' Notice**

30

All other terms and conditions of this policy remain unchanged.

**Attaching to and forming part of Policy Number: LDUSA2305180**

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT** In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Assured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change**. The **Assured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change**, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the **Assured** has provided the foregoing written notice to the Insurers.

(0) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(1) , As used in this endorsement:

(i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Assured**.

(ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Assured**.

**All other terms and conditions of the Policy remain unchanged.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED**

POLICY NUMBER: CUP-4W208814

ISSUE DATE: 12/27/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION - NOTICE  
OF CANCELLATION OR NONRENEWAL PROVIDED  
BY US**

This endorsement modifies Insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

**SCHEDULE**

**CANCELLATION:**

Number of Days Notice: 30

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of Days Notice: 30

**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

**ADDRESS:**

**PROVISIONS**

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

Contractor's Pollution Liability

Policy No.: 0312-6506

CANCELLATION CONDITION AMENDMENT – NOTICE TO OTHERS WHERE REQUIRED BY  
CONTRACT

It is hereby agreed that **SECTION V – CONDITIONS, 3. Cancellation**, is amended by the addition of the following:

1. If:
  - a. this policy is cancelled by us for a reason other than nonpayment of premium; and
  - b. at the time of the first Named Insured's receipt of the notice of cancellation from us, the first Named Insured is obligated, pursuant to a written contract or written agreement, to notify a certificate holder that the policy is being cancelled; and
  - c. after the first Named Insured's receipt of the notice of cancellation from us and before the effective date of cancellation set forth in the notice, the first Named Insured, either directly or through its broker of record, provides us with and we receive, in writing, the name and mailing address of the certificate holder or the email address of a contact person at the certificate holder,then we will endeavor to mail or deliver advice of such cancellation to the certificate holder as a courtesy only.  
  
Proof of our mailing or emailing of the advice of such cancellation to the certificate holder, using the information provided by the first Named Insured, will be sufficient proof that we have satisfied our obligations under this endorsement.
2. Notwithstanding paragraph 1. above, our failure to mail or deliver advice of such cancellation to any certificate holder will not invalidate or otherwise affect the cancellation of this policy or the effective date of cancellation.

All other terms and conditions of this policy remain unchanged.

**ATTACHMENT 5**

**AFFIDAVIT OF WORK AUTHORIZATION**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or  
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Cale Wilson, PE, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Cale Wilson, PE

Company: Terracon

Address: 15620 W. 113th St., Lenexa, KS 66219

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**Company Name** Terracon

*CLJW*

Signature

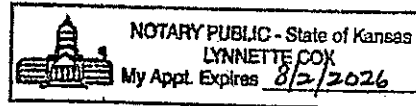
Name: Cale J. Wilson, PE

Title: Vice President/Regional Manager

Subscribed and sworn to before me this 10 day of April, 2023.

STATE OF Kansas COUNTY OF Johnson

Notary Public: *Lynette Cox*



My Commission Expires: 8/2/2026

**PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



**R2023-50**

**A RESOLUTION FORMALLY ACCEPTING THE TRADITIONS 6<sup>TH</sup> PLAT SUBDIVISION NEW PUBLIC INFRASTRUCTURE OF 1,315 FEET OF SANITARY SEWER; 1,210 FEET OF 8” WATERLINE; 1,445 FEET OF STORM SEWER; 4,082 LANE FEET OF STREET; AND A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$979,900.**

**WHEREAS**, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton; and

**WHEREAS**, Traditions 6th Plat Subdivision new public infrastructure was installed, inspected, and tested per City of Belton standards including 1,315 feet of Sanitary Sewer; 1,210 feet of 8” water line; 1,445 feet of storm sewer; and 4,082 lane feet of street. The City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$979,900.00.

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

**SECTION 1.** That the Traditions 5th Plat Subdivision sanitary sewer, water line, storm sewer, and lane feet of street are hereby formally accepted by the City of Belton and shall become the property of the City.

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

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2023 by the following vote, to-wit:

AYES:                    COUNCILMEMBER:  
NOES:                    COUNCILMEMBER:  
ABSENT:                COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title: Formal Acceptance of Traditions 6<sup>th</sup> Plat Subdivision Public Improvements**

**Agenda Date: May 30, 2023**

**Presented by: Greg Rokos, Assistant City Manager**

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### **Background**

- Chapter 36, Article 5, Section 36-111. Acceptance of Improvements. (b.) States  
Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
- The attached resolution and site map state quantities and location of infrastructure under consideration for acceptance.

### **Financial/Budget Considerations**

- N/A

### **Legal Considerations**

- N/A

### **Policy Considerations**

- N/A

### **Staff Recommendation**

- Staff Recommends Approval



*CITY OF BELTON – PUBLIC WORKS  
MEMORANDUM*

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**PUBLIC WORKS**

**Date:** May 10, 2023  
**To:** Greg Rokos, Assistant City Manager/Director of Public Works  
**From:** Ronald Raines, Public Works Senior Engineering Technician  
**Subject:** Traditions Sixth Plat

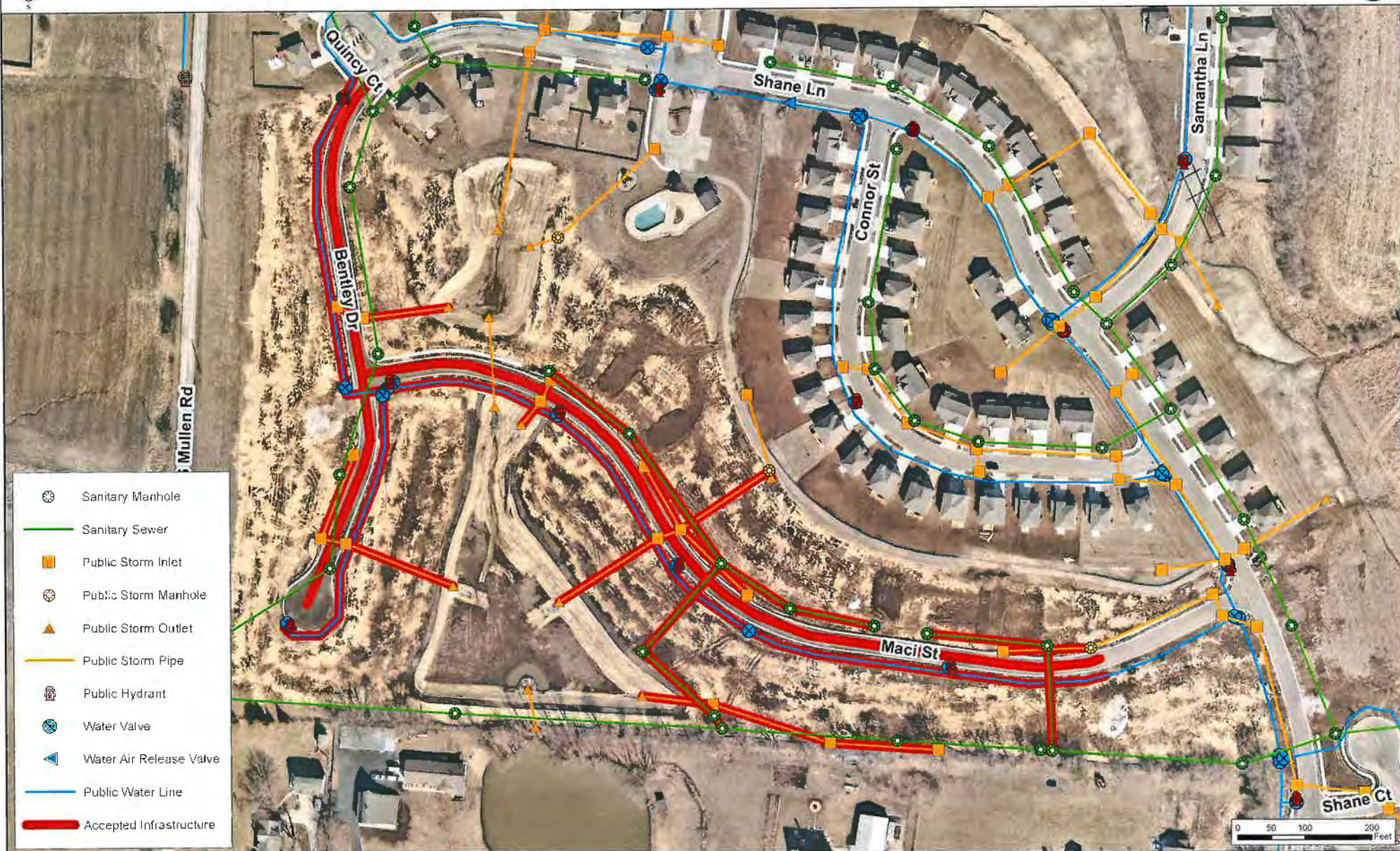
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The Public Infrastructure for Traditions Sixth Plat Subdivision is complete. These public improvements consist of 1,315 feet of Sanitary Sewer, 1,210 feet of 8” waterline, 1,445 feet of storm sewer, and 4,082 lane feet of street. These improvements have been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the above mentioned public improvements in the amount of \$979,900.00.

These improvements are ready for formal acceptance by the City Council.



# Traditions 6th Plat - Accepted Infrastructure



**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND HERMAN ENTERPRISES, LLC FOR IMPLEMENTATION OF PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.**

**WHEREAS**, by Ordinance No. 2009-3524, adopted by the City Council on March 10, 2009, the City of Belton, Missouri (the “City”) approved the Southtowne Tax Increment Financing Redevelopment Plan (the “Original Plan”) and approved a tax increment financing contract between the City and Southtowne Associates, L.L.C. (“Southtowne”) for implementation of the Original Plan (the “Original Contract”); and

**WHEREAS**, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan (“First Amended Plan,” with the Original Plan as amended by the First Amended Plan being the “Plan”), approved the assignment of development rights from Southtowne to Herman Enterprises, L.L.C. (“Herman”) for Redevelopment Project 3 in the Plan, designated Herman as the developer of Redevelopment Project 3, and approved a tax increment financing contract between the City and Herman for implementation of Redevelopment Project 3 (the “First Amended Contract,” and together with the Original Contract, the “Redevelopment Contract”) ; and

**WHEREAS**, by Ordinance No. 2017-4327, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the “First Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule; and

**WHEREAS**, by Ordinance No. 2018-4484, adopted by the City Council on December 18, 2018, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Contract, as amended (the “Second Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule; and

**WHEREAS**, by Ordinance No. 2019-4526, adopted by the City Council on July 9, 2019, the City Council authorized the City to enter into the Third Amendment to Tax Increment Financing Contract, as amended (the “Third Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule; and

**WHEREAS**, by Ordinance No. 2021-4633, adopted by the City Council on June 8, 2021, the City Council authorized the City to enter into the Fourth Amendment to Tax Increment Financing Contract, as amended (the “Fourth Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule; and

**WHEREAS**, Herman has requested an amendment to extend the dates set forth in the redevelopment schedule for Redevelopment Project 3 in the Plan as set out in the Fifth Amendment to Tax Increment Financing Contract, as amended (the “Fifth Amended Agreement”); and

**WHEREAS**, the City Council finds that approval of the Fifth Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

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

**SECTION 1.** That the Fifth Amendment to Tax Increment Financing Contract, attached hereto as **Exhibit A** is approved.

**SECTION 2.** That the Mayor of the City is authorized to enter into the Fifth Amendment to Tax Increment Financing Redevelopment Contract on behalf of the City.

**SECTION 3.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:            COUNCILMEMBER:  
NOES:            COUNCILMEMBER:  
ABSENT:         COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri





## COUNCIL ACTION REPORT

**Title:** Southtowne Plaza TIF Amendment

**Agenda Date:** May 30, 2023

**Presented by:** Joe Warren, City Manager

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### Background

- On March 10, 2009, the City Council approved the Southtowne TIF Redevelopment Plan and a contract between the City and Southtowne Associates.
- The plan has been amended in 2012, and the contract managing the TIF has been amended in 2017, 2018, 2019, and 2021.
- As is, the deadline for a second building within the project must be completed by May 31, 2023. Since the building is not yet under construction, or even designed, the terms of the current agreement cannot be met.
- This ordinance would amend the TIF again, allowing for three additional years for the completion of a second building within the approved Redevelopment Project – making the deadline for completion May 31, 2025.
- Without an amendment, the developer would be in default of the TIF agreement.

### Financial/Budget Considerations

- This amendment would not have any financial impact on the city.

### Legal Considerations

- This agreement has been reviewed by the City Attorney.

### Policy Considerations

- The City gains nothing by allowing this development agreement to go into default.
- Developer Rob Herman has indicated that there is the possibility of new development of a second building on the horizon.

### Staff Recommendation

- Staff recommends approving the ordinance, extending the TIF deadline, pending formal agreement by applicable parties.

**Exhibit A to Ordinance No. 2023- \_\_\_\_\_**

**FIFTH AMENDMENT TO TAX INCREMENT FINANCING CONTRACT**

**BETWEEN THE**

**CITY OF BELTON, MISSOURI  
AND  
HERMAN ENTERPRISES, L.L.C.**

**FOR IMPLEMENTATION OF**

**REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT  
FINANCING REDEVELOPMENT PLAN**

**FIFTH AMENDMENT TO  
TAX INCREMENT FINANCING CONTRACT**

THIS FIFTH AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (this “Fifth Amendment”), entered into on \_\_\_\_\_, 2023, by and between the CITY OF BELTON, MISSOURI, a municipal corporation (“City”) and HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company (the “Developer,” successor and assignee of development rights granted to Southtowne Associates, L.L.C. (“Southtowne”)), amends that certain Tax Increment Financing Contract (“Redevelopment Contract”), as subsequently amended (as described below).

RECITALS

**WHEREAS**, by Ordinance No. 2009-3524, adopted by the City Council on March 10, 2009, the City approved the Southtowne Tax Increment Financing Redevelopment Plan (the “Original Plan”) and approved a tax increment financing contract between the City and Southtowne Associates, L.L.C. (“Southtowne”) for implementation of the Original Plan (the “Original Contract”).

**WHEREAS**, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan (“First Amended Plan,” with the Original Plan as amended by the First Amended Plan being the “Plan”), approved the assignment of development rights for Redevelopment Project 3 of the Plan from Southtowne to Herman Enterprises, L.L.C. (“Herman”), designated Herman as the developer of Redevelopment Project 3, and approved a tax increment financing contract between the City and Herman for implementation of Redevelopment Project 3 of the Plan (the “Herman Tax Increment Financing Contract”).

**WHEREAS**, by Ordinance No. 2017-4327, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the “First Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

**WHEREAS**, by Ordinance No. 2018-4484, adopted by the City Council on December 18, 2018, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Contract, as amended (the “Second Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

**WHEREAS**, by Ordinance No. 2019-4526, adopted by the City Council on July 9, 2019, the City Council authorized the City to enter into the Third Amendment to Tax Increment Financing Contract, as amended (the “Third Amended Agreement”), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

**WHEREAS**, by Ordinance No. 2021-4633, adopted by the City Council on June 8, 2021, the City Council authorized the City to enter into the Fourth Amendment to Tax Increment Financing Contract, as amended (the “Fourth Amended Agreement”), between the City and Herman, among other things, to amend and extend the dates set forth in the redevelopment schedule.

**WHEREAS**, Herman has requested an amendment to extend the dates set forth in the redevelopment schedule for Redevelopment Project 3 in the Plan as set out in the Fifth Amendment to Tax Increment Financing Contract, as amended (the “Fifth Amended Agreement”); and

**WHEREAS**, the City Council finds that approval of this Fifth Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Redeveloper agree as follows:

**1. Modification of Section 6.C. the Herman Tax Increment Financing Contract, as amended.** Section 6.C. of the Herman Tax Increment Financing Contract (to also now be known as the Fifth Amended Agreement) is hereby deleted in its entirety and replaced with the following:

**6.C.** Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to the first building within Redevelopment Project 3 by May 31, 2020, and with respect to the second building within Redevelopment Project 3 by May 31, 2025 (the “Outside Completion Date”), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the Plan Redevelopment Area. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and provisions of **Section 36**.

**2. Miscellaneous.** Except as amended hereby, the Herman Tax Increment Financing Contract remains in full force and effect. This Fifth Amended Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

*[Remainder of page left intentionally blank. Signature pages immediately follow]*

**SIGNATURE PAGE FOR FIFTH AMENDMENT TO TAX INCREMENT FINANCING CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND HERMAN ENTERPRISES, L.L.C. FOR IMPLEMENTATION OF REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.**

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amended Agreement the day and year first above written.

**CITY:**

CITY OF BELTON, MISSOURI, a municipal corporation

By: \_\_\_\_\_  
Print Name: Norman K. Larkey, Sr.  
Title: Mayor

HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF CASS         )

On this \_\_ day of \_\_\_\_\_, 2023, before me, personally appeared Norman K. Larkey, Sr., to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF JACKSON     )

On this \_\_ day of \_\_\_\_\_, 2023, before me, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Herman Enterprises, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

**R2023-51**

**A RESOLUTION APPROVING A SERVICES AGREEMENT WITH THE SPORTS FACILITIES ADVISORY, LLC.**

**WHEREAS**, the Sports Events & Tourism Association estimates that sports tourism in the United States was a \$39.7 billion industry in 2021, resulting in a total economic impact of \$91.8 billion; and

**WHEREAS**, The Sports Facilities Companies will work on the City’s behalf to perform a study to determine what type of demand is in the market for a sports complex facility and what supply is needed in the region to meet that demand.

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

**Section 1.** That The Sports Facilities Advisory Services Agreement herein attached and incorporated as **Exhibit A** is hereby approved.

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

**Section 3.** This resolution shall take effect and be in full force 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 May, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_ day of May, 2023, and adopted at a meeting of the City Council held the \_\_\_\_\_ day of May, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

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





## COUNCIL ACTION REPORT

**Title:** Sports Tourism Market Study

**Agenda Date:** May 30, 2023

**Presented by:** Joe Warren, City Manager

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### Background

- The Sports Events & Tourism Association estimates that sports tourism in the United States was a \$39.7 billion industry in 2021, resulting in a total economic impact of \$91.8 billion.
- During the annual MML conference in September of 2022, some staff and elected officials attended a presentation outlining the process for and potential of a large sports complex as an economic driver for communities.
- A complex could fill multiple needs, providing useful recreation space for area residents during the week while serving as a driver of tourism and economic activity from outside organizations on the weekends.
- This agreement allows The Sports Facilities Companies to work on the city's behalf to perform a study to determine what type of demand is in the market for a sports complex facility, and what supply is needed in the region to meet that demand.
- A complex could be outdoor, indoor or both. Many successful complexes that this company has helped plan and run include restaurants, hotels, other amenities such as water parks, and even retail shopping.
- The Sports Facilities Companies is already involved in one metro area development, working alongside the Price Brothers in the development of the BluHawk project in Overland Park, KS, which will include a 420,000 square-foot multi-sport complex with an ice rink, basketball courts, a 40,000 square foot turf field, locker rooms, an e-sports center, training area, sprinting track, cafe, sports medicine center and more. That facility has already led to commercial development including a new Cosentino's market, TJ Maxx, Red Door Grill, Whataburger, Five Guys and Andy's Frozen Custard.

### Financial/Budget Considerations

- The study will cost the City of Belton \$18,500.
- The study was budgeted with the Hotel/Motel Tax Fund under the Contractual account.
- There was \$25,000 budgeted for the study.

### Legal Considerations

- This agreement has been reviewed by the City Attorney.



### **Policy Considerations**

- The price of the study falls under the spending authority of the City Manager but since there is an agreement attached, it is best for City Council to formally approve.
- As far as staff knows, The Sports Facilities Companies is the only one-stop, turn key company that provides everything from market analysis, to project strategy, to project management, to running of the actual facility once its open – which is why it was single-sourced.
- A study does not commit the Council to any further action. Once the results of the study are available, Council can decide whether or not to proceed to future steps.
- The study should be completed and available for review by August 2023.

### **Staff Recommendation**

- Staff recommends approving the resolution, memorializing the agreement.



**THE** SPORTS FACILITIES  
**ADVISORY**<sup>TM</sup>  
**SERVICES AGREEMENT**

*Between:*  
Sports Facilities Advisory, LLC  
&  
City of Belton, MO

MAY 9, 2023

## SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

600 Cleveland Street, Suite 910 • Clearwater, FL 33755 • P: 727.474.3845 • F: 727.462.2800

1. City of Belton, MO (hereinafter referred to as “Client”) hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as “Consultant”) for the services set forth in this Services Agreement (hereinafter referred to as “Agreement”).
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant’s hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the “Discloser,” and the party receiving the information is the “Recipient.” Confidential information means all information concerning either party’s business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.  
  
Recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of Recipient; (b) within the legitimate possession of Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by Recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of Discloser. If confidential information is required to be produced by law, court order or government authority, Recipient must immediately notify Discloser of that obligation. Recipient will not produce or disclose confidential information in response to that obligation until Discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from Recipient of the obligation to produce or disclose.  
  
Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of Discloser or used by Recipient in any manner which may be competitive to Discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client’s business and Consultant assumes no liability for the Client’s project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client’s businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Governing Law:** The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Missouri Florida. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Cass Pinellas County, Missouri Florida.
8. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party

has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

9. Entire Agreement: This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
10. Compensation: Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

Payment Terms

Exhibit A – Phase I \$18,500.00:

- Payment 1 – (50% of Phase I) \$9,250.00: Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
- Payment 2 – (50% of Phase I) \$9,250.00: To be invoiced and paid to Consultant by Client upon presentation of the draft Market Opportunity Report. Market Opportunity Report to be delivered upon payment.
- Reimbursable Travel Expenses (if applicable): To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

- Go-No Go -

Exhibit A – Phase II \$20,000.00:

- Payment 3 – (50% of Phase II) \$10,000.00: Due upon written confirmation from Client to proceed with Phase II. Consultant will not provide services nor book meetings until Payment 3 is made in full.
- Payment 4 – (30% of Phase II) \$6,000.00: To be invoiced and paid to Consultant by Client upon presentation of the draft pro forma to Client. Copy of the draft deliverable(s) to be delivered to Client only upon payment.
- Payment 5 – (20% of Phase II) \$4,000.00: To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered to Client only upon payment.
- Reimbursable Travel Expenses (if applicable): To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

- |   |
|---|
| <ul style="list-style-type: none"><li>○ Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.</li><li>○ Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.</li><li>○ Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee.</li></ul> |
|---|

*In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.*

City of Belton, MO  
"CLIENT"

BY: 

JOSEPH WARREN  
Print Name

5/11/23  
Date

520 Main St. Belton, MO 64012  
Client Billing Address

Stephanie Jones  
Invoicing/Billing Contact Name

Sports Facilities Advisory, LLC  
"CONSULTANT"

BY: \_\_\_\_\_

Jason Clement, Manager

\_\_\_\_\_  
Date

sjones@belton.org/816-892-1262  
Invoicing/Billing Contact Email/Phone

## SCOPE OF SERVICES

### PHASE I | MARKET OPPORTUNITY ANALYSIS

#### Step 1: Project Kick-Off Call

In this step, Consultant will set up an initial phone call with the Client's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

#### Step 2: Existing Data Review & Market Analysis

In this step, Consultant will review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition). This information will be utilized and delivered in the report outlined in Step 4.

#### Step 3: Remote Development Planning Session (DPS)

The DPS is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. This will be held via a teleconference via Zoom meeting.

#### Step 4: Market Opportunity and Recommended Facility Report

To culminate Phase I, Consultant will prepare an executive summary-level report that outlines the Client's opportunity based on the work completed in Steps 1-3 and additional analysis based on Consultant's expertise in the industry. The report will feature five sections:

1. Business Model Overview – definitions of success and business model insights
2. Market Overview - demographics and socioeconomics, participation rates, and competition
3. Facility Overview – facility program (sizes and spaces) and cost of construction
4. Performance Expectations – high-level financial performance ranges based on market factors and national industry benchmarks
5. Conclusion and Next Steps

*The Market Opportunity and Recommended Facility Report will be delivered in approximately 3-5 weeks from the Development Planning Session.*

*This is a "Go-No Go" point following Phase I. Based on the market findings, SFC's insights and recommendations, and the information revealed during Phase I, the Client has the option to move forward into Phase II or the Client can choose not to proceed beyond Phase I.*

## PHASE II | FINANCIAL FEASIBILITY ASSESSMENT

### Step 1: Detailed Financial Forecast (Pro Forma)

In this step, Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

### Step 2: Economic Impact Analysis

In this step, Consultant will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

Consultant's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)



### Step 3: Executive Summary & Recommendations

In this step, Consultant will produce a summary report for the project. The summary report will include an overview of the market analysis and feasibility assessment (pro forma). Also included are considerations around playing surface materials, onsite amenities, parking, concessions, lighting, and more. Consultant will work with the Client on next steps for the project as well as provide recommendations on the existing facility (if any) and programming plans.

*This quote assumes a first-draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 4-6 weeks from GoNoGo. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.*

**R2023-52**

**A RESOLUTION CLARIFYING THE DEADLINE FOR THE SUBMISSION OF THE FINAL APPROVED BELTON PARKS AND RECREATION BOARD BUDGET TO THE CITY COUNCIL.**

**WHEREAS**, Section 9.2(b) of the Home Rule Charter of the City of Belton, Missouri requires that the Belton Parks and Recreation Board provide its proposed annual budget to the City Council no later than ninety days before the start of the next fiscal year; and

**WHEREAS**, to ensure that the Belton Parks and Recreation Board has due time to consider its annual budget and provide the City Council with a clear, concise, and accurate budget for the City Council’s consideration, the City Council desires to clarify when the Belton Parks and Recreation Board must submit its final approved budget for City Council.

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

**SECTION 1.** That the City Council hereby determines and clarifies that under Section 9.2(b) of the Home Rule Charter of the City of Belton, Missouri the Belton Parks and Recreation Board must submit to the City Council its approved budget for the next fiscal year by February 1 of each year.

**SECTION 2.** This resolution shall not be interpreted or construed to alleviate or contravene any of the requirements set forth in the Home Rule Charter of the City of Belton, Missouri relative to the relationship between the City Council and the Belton Parks and Recreation Board.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:

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



## COUNCIL ACTION REPORT

**Title:** Clarifying the time for the submission of the approved Belton Parks and Recreation Board budget to the City Council

**Agenda Date:** May 30, 2023

**Presented by:** Joe Warren, City Manager

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### Background

- The Home Rule Charter (Section 9.2(b)) requires the Park Board to submit its proposed annual budget to the City Council no later than 90 days before the start of the next fiscal year. This is approximately January 1 of each year.
- The Park Board has found they need more time to consider their annual budget and ensure an accurate budget is submitted to the City Council.
- With a new budget process and the newly created Budget and Finance Committee, there will be more cooperation between Parks and Recreation and the City Finance Department in preparation for each fiscal year.

### Financial/Budget Considerations

- There is no financial concern.

### Legal Considerations

- The city attorney has reviewed this.

### Policy Considerations

- By allowing more time for the Park Board to submit its approved budget to the City Council, it will ensure a more concise and accurate park budget.
- This consideration is not changing the Home Rule Charter requirement of submitting the proposed park budget 90 days before the start of the next fiscal year, rather it is clarifying that the Park Board must submit its approved (final) budget to the City Council by February 1 of each year.
- This would be in line with the City Manager's Recommended Budget being presented to City Council in February of each year for approval before the March 31 deadline.

### Staff Recommendation

- Staff recommends approval.

**Minutes of the Belton City Council**  
**April 25, 2023**  
**City Hall Annex**  
**520 Main Street, Belton, Missouri**

Mayor Larkey called the meeting to order at 6:00 p.m.

Councilmember Pryan led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Angela Kraft (via videoconference), Allyson Lawson, Chris Richardson, Rob Powell, Bret White, Perry Gough, James Pryan

Staff present: Joe Warren, City Manager; Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Greg Rokos, Assistant City Manager/Public Works Director; Carolyn Yatsook, Economic Development Director; Matt Wright, Planning and Building Director; Police Chief Scott Lyons; Fire Chief John Sapp; Casey Koehn, Finance Director

**PERSONAL APPEARANCES**

Stacie Smith, Budget Self Storage, 128 E Hargis St, spoke in opposition to the U-Haul project on the agenda tonight. She asked if U-Haul received any tax incentives. The Mayor said no.

**UNFINISHED BUSINESS**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2023-18: **An ordinance amending various provisions of the Code of Ordinances, City of Belton, Missouri to conform to state law regarding the operation of the City of Belton Municipal Court.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Vote on the final reading was recorded:

Ayes: 9 Pryan, Kraft, Powell, White, Gough, Clark, Lawson, Mayor Larkey, Richardson

Noes: 0

Absent: 0

Bill No. 2023-18 was declared passed and in full force and effect as **Ordinance No. 2023-4773**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-19: **An ordinance approving the Fifteenth Amendment to the Old Town Belton Redevelopment Plan to approve the 809 E Walnut Street Project as redevelopment project 2023-02 and to authorize tax abatement as described therein.**

Presented by Councilmember Clark, seconded by Councilmember Pryan. Mayor Larkey said there is a Scrivener's error in the ordinance. It should be the fifteenth amendment not the fourteenth amendment. Vote on the final reading was recorded:

Ayes: 9 Lawson, Gough, Powell, Richardson, Pryan, Clark, Kraft, White, Mayor Larkey

Noes: 0

Absent: 0

Bill No. 2023-19 was declared passed and in full force and effect as **Ordinance No. 2023-4774**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2023-23: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(c) of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, Clark, Lawson, Powell, Kraft

Noes: 0

Absent: 0

Bill No. 2023-23 was declared passed and in full force and effect as **Ordinance No. 2023-4775**, subject to Mayoral veto.

## **NEW BUSINESS**

Ms. Cunningham read Bill No. 2023-24: **An ordinance approving a rezoning from C-2 (General Commercial) to M-1 (Light Industrial), for a 5.81 +/- acre parcel located at the Southwest corner of Cornerstone Drive and Stone Ridge Drive and approval of a Preliminary Development Plan for a U-Haul moving and storage facility on the subject property.**

Presented by Councilmember Clark, seconded by Councilmember Pryan. Matt Wright, Planning and Building Director, said the project meets the UDC requirement and the Planning Commission recommends approval. Aaron Krueger, 12123 Blue Ridge Blvd, Grandview, is the owner and spoke about the project and answered questions. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Pryan seconded. Councilmember Clark said this has already had a public hearing at the April 4, 2023, Planning Commission meeting. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Richardson, Powell, Pryan, Kraft, Gough, White, Lawson, Clark, Mayor Larkey

Noes: 0

Absent: 0

Bill No. 2023-24 was declared passed and in full force and effect as **Ordinance No. 2023-4776**, subject to Mayoral veto.

Ms. Cunningham read Resolution R2023-40: **A resolution approving a contract with NYP CPA, LLC, for the design and implementation of finance and accounting processes in accordance with best practices for municipal government organizations and the completion of tasks to ensure financial success for the City moving forward.**

Mayor Larkey stepped out of the meeting. Presented by Councilmember Pryan, seconded by Councilmember Gough. Joe Warren, City Manager, said this will allow the finance department to get caught up and ensure we have best practices. Mayor Larkey re-entered the meeting. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2023-41: **A resolution approving the purchase of a Massey Ferguson MF4710 tractor with Batwing Mower from Teague Tractor, LLC in the not-to-exceed amount of \$90,558.00.**

Presented by Councilmember Clark, seconded by Councilmember Pryan. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2023-42: **A resolution approving the purchase of two (2) new Public Works vehicles and accessories in the amount of \$80,626.00 from Don Brown Chevrolet.**

Presented by Councilmember Clark, seconded by Councilmember Pryan. There was discussion. Councilmember Powell made a motion to amend the resolution description, that the two trucks instead of saying “for transportation and engineering” they say for wastewater and water. This is changing whereas statements, not the resolution title. Councilmember White seconded. Padraic Corcoran, Attorney, said whereas clauses have no legal affect to the resolution because they are not incorporated into the resolution. Vote on the motion to amend was recorded with all voting no. Motion failed. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2023-43: **A resolution approving Task Agreement 2023-1 with Burns & McDonnell Engineering Company, Inc. to develop a procure and install specification for wastewater treatment plant secondary clarifiers in the not-to-exceed amount of \$49,174.00.**

Presented by Councilmember Clark, seconded by Councilmember Pryan. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2023-44: **A resolution approving the installation of speed humps in Bradford Place Subdivision on Givan Avenue and Bradford Lane.**

Presented by Councilmember White, seconded by Councilmember Pryan. There was discussion. Councilmember White made a motion to remove the statement “the cost of removal will be paid by the property owners that requested the installation.” Councilmember Powell seconded. Mr. Corcoran said whereas clauses have no legal affect to the resolution because they are not incorporated into the resolution. It would be up to the future City Council on how to fund it. Councilmember White withdrew his motion. Councilmember Clark said the speed hump policy should be approved before this is approved. Mr. Warren said this request came in before the city had a policy. Vote on the resolution was recorded with all voting in favor except Councilmember Clark who voted no. Resolution passed.

Ms. Cunningham read Resolution R2023-45: **A resolution approving a speed hump policy.**

Presented by Councilmember Richardson, seconded by Councilmember Pryan. There was discussion. Councilmember Richardson made a motion amending the speed hump policy to replace the 67% threshold of property owners in both the placement and removal petition with 75% of affected property owners. Councilmember Gough seconded. Vote on the motion to amend was recorded with all voting yes, except Councilmembers Clark and White who voted no. Motion passed. Vote on the resolution was recorded with all voting in favor except Councilmember Clark who voted no. Resolution passed.

## CONSENT AGENDA

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

- **approving the minutes of the April 11, 2023, City Council Meeting.**
- **authorizing the sale and disposition of surplus city inventory/personal property all in accordance with Section 2-991 of the Code of Ordinances, City of Belton, Missouri.**
- approving Resolution R2023-46: **A resolution approving a Maintenance and Service Agreement with Stryker Corporation to provide service and maintenance on the department's Cardiac Monitors and Lucas CPR devices.**
- approving Resolution R2023-47: **A resolution approving a Maintenance and Service Agreement with Stryker Corporation to provide service and maintenance on the Fire department's Power Cots, Power-LOADS, and Stair Chairs.**

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

## COMMUNICATIONS FROM CITY COUNCIL

Councilmember Richardson said there will be a Cinco de Mayo event on Main Street May 5. Caliber Collision is having a Cars and BBQ event in their parking lot May 21.

Councilmember Lawson gave a Park report

- Farmer's Market opens May 4. It is Thursdays through September, 4:00-7:00 p.m. in the Assembly of God Church parking lot.
- Kids night out May 13
- Corks and Canvas paint night May 18 at Memorial Station
- Cruise night on Main Street May 20
- Memorial Park new playground equipment is coming soon

Councilmember Pryan participated in the recent joint Grandview/Belton trash pick up on 155<sup>th</sup> Street.

Councilmember Powell said the Belton-Cass Regional TDD meet and discussed the Mullen Road expansion project.

Councilmember White said he enjoyed the cruise night.

## COMMUNICATIONS FROM MAYOR

Mayor Larkey participated in the recent joint Grandview/Belton trash pick up on 155<sup>th</sup> Street.

## CITY MANAGER'S REPORT

April/May 2023 City Council Meetings – 6:00 p.m.  
April 25, 2023  
May 9, 2023  
May 30, 2023



Mr. Warren said there was HPO (high performing organization) training in April. Thirty staff attended. Mayor Larkey said this was the best training he's attended.

The PSST (Public Safety Sales Tax) committee and Tourism Council met last week.

There will be a business license revocation hearing coming to the City Council. It was decided the date will be May 16 at 7:00 p.m.

### **ITEMS FOR REVIEW AND DISCUSSION**

Mr. Wright said the public hearing scheduled for the Planning Commission on April 4, 2023, for UDC text amendments was canceled. Staff had received numerous questions from the community. There will be a first round of updates going to a Planning Commission public hearing on May 2 and the City Council on May 30. There is more information about this on the city's website.

At 7:59 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there. Councilmember Pryan seconded. The following vote was recorded:

Ayes: 9 Pryan, Kraft, Powell, White, Gough, Clark, Lawson, Mayor Larkey, Richardson

Noes: 0

Absent: 0

Motion carried.

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

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr

**Minutes of the Belton City Council**  
**May 9, 2023**  
**City Hall Annex**  
**520 Main Street, Belton, Missouri**

Mayor Larkey called the meeting to order at 6:00 p.m. This meeting is a joint City Council/Park Board meeting.

Councilmember Richardson led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Perry Gough, Angela Kraft (via videoconference), Allyson Lawson, Chris Richardson, Rob Powell, Bret White (via videoconference), James Pryan (via videoconference)

Park Board members present: David Daniels, Jennifer Garner, Adrian Hall, Patti Ledford, Mike Miller, Terry Ward, Zebadiah Morlok, Rusty Sullivan

Staff present: Joe Warren, City Manager; Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Greg Rokos, Assistant City Manager/Public Works Director; Carolyn Yatsook, Economic Development Director; Matt Wright, Planning and Building Director; Fire Chief John Sapp; Carla Wallen, Human Resources Director

Mayor Larkey asked for a moment of silence for fentanyl awareness day.

**PERSONAL APPEARANCES**

Councilmember Richardson read a proclamation for Public Works Week.

Councilmember Lawson read a proclamation for Public Service Recognition Week.

**NEW BUSINESS**

The Park Board members introduced themselves. Joe Warren, City Manager, presented the commonalities between the City Council and the Park Board. Brian Welborn, Park Director, showed a Parks year in review video. Mr. Welborn reviewed major projects coming. There was a discussion of cameras in the park. There was a discussion of future park needs – trails, field house, and Cleveland Lake parking and restrooms. There will be changes to the outdoor pool rules this summer.

Mr. Warren said an agreement will be coming to the City Council for a consultant to come in and do a market study on what areas might be lacking in terms of facilities for large-scale sports and sports tourism.

Mr. Warren said a resolution will be coming to the City Council to allow the Park Board until March 1 each year to submit their final approved budget to the City Council. This will be more in sync with the city budget. This will also help with COLA and park employee raises.

Councilmember Clark said he'd like to see February 1 instead. He would also like to see the entire budget process earlier than it was this year. Terry Ward, Park Board President, asked how this resolution coincides with the Charter. Padraic Corcoran, Attorney, said it is not amending the Charter but clarifying what it says. The Charter requires the proposed budget be submitted 90 days prior to the beginning of the fiscal year. This resolution is clarifying that the final approved budget wouldn't need to be submitted until March 1.

There was additional discussion on disc golf and the ball fields.

## **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Richardson said the Cinco de Mayo event went well.

Councilmember Clark attended the Chamber of Commerce golf tournament yesterday with Councilmember Richardson, Mr. Warren, and Jay Kennedy. Councilmember Clark thanked Carolyn Yatsook for her years with the city and wished her luck in her new position. This was her last Belton City Council meeting.

## **COMMUNICATIONS FROM MAYOR**

The Mayor played with the school board at the golf tournament yesterday. He also wished Ms. Yatsook good luck in her new position. He also wished Jordan Lea good luck in her new position. Her last day is tomorrow.

## **CITY MANAGER'S REPORT**

### April/May 2023 City Council Meetings – 6:00 p.m.

April 25, 2023

May 9, 2023

May 30, 2023

Mr. Warren said Broken Hatchet's 2<sup>nd</sup> anniversary party will be June 3 on Ella Street. Main Street will not be closed.

The next Council meeting will be May 30, 2023.

At 6:51 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matter pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there. Councilmember Richardson seconded.

The following vote was recorded:

Ayes: 9 Ryan, Kraft, Powell, White, Gough, Clark, Lawson, Mayor Larkey, Richardson

Noes: 0

Absent: 0

Motion carried.

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

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr

**Minutes of the Belton City Council**  
**May 16, 2023**  
**City Hall Annex**  
**520 Main Street, Belton, Missouri**

Mayor Larkey called the meeting to order at 7:00 p.m.

Mayor Larkey led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Angela Kraft, Allyson Lawson, Chris Richardson, Rob Powell, Bret White, Perry Gough, James Pryan

Staff present: Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Police Chief Scott Lyons

At 7:01 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed, and the meeting adjourned from there. Councilmember Kraft seconded. The following vote was recorded:

Ayes: 9 Kraft, Powell, Pryan, White, Clark, Gough, Richardson, Lawson, Mayor Larkey

Noes: 0

Absent: 0

Motion carried.

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

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr

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

**APRIL 2023**

  
\_\_\_\_\_  
**MUNICIPAL JUDGE**

**5/2/2023**

\_\_\_\_\_  
**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF APRIL 2023 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**DATE**

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

SMC

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

<b>I. COURT INFORMATION</b>		Municipality: BELTON	Reporting Period: Apr 1, 2023 - May 1, 2023	
Mailing Address: 7001 E 163RD STREET, BELTON, MO 64012				
Physical Address: 7001 E 163RD STREET, BELTON, MO 64012			County: Cass County	Circuit: 17
Telephone Number: (816)3312798		Fax Number:		
Prepared by: LAURA ELLIS		E-mail Address: laura.l.ellis@courts.mo.gov		
Municipal Judge: ROSS C. NIGRO, JR.				
<b>II. MONTHLY CASELOAD INFORMATION</b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		53	2,696	873
B. Cases (citations/informations) filed		3	339	89
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	3	10
3. court/bench trial - NOT GUILTY		0	16	2
4. plea of GUILTY in court		7	192	43
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	103	4
6. dismissed by court		0	0	4
7. <i>nolle prosequi</i>		1	14	36
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		8	328	99
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		48	2,707	863
E. Trial de Novo and/or appeal applications filed		0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>		
1. # Issued during reporting period	362	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	154	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	2,527			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: BELTON	Reporting Period: Apr 1, 2023 - May 1, 2023
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$28,223.19	Appointed Counsel Fund	\$343.19
Clerk Fee - Excess Revenue	\$2,960.91	Appointed Counsel Fund Expend	\$23.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$97.20	CVC Surcharge State	\$1.85
		CVC Surcharge-E/R	\$2.96
Bond forfeitures (paid to city) - Excess Revenue	\$372.50	Court Automation	\$2,254.30
<b>Total Excess Revenue</b>	<b>\$31,653.80</b>	Law Enf Arrest-Local	\$679.00
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Other Disbursements</b>	<b>\$3,304.30</b>
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$55,421.00</b>
Fines - Other	\$13,141.61	<b>Bond Refunds</b>	<b>\$2,408.00</b>
Clerk Fee - Other	\$812.82	<b>Total Disbursements</b>	<b>\$57,829.00</b>
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$333.48		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,360.25		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$25.24		
Law Enforcement Training (LET) Fund surcharge	\$716.50		
Domestic Violence Shelter surcharge	\$721.50		
Inmate Prisoner Detainee Security Fund surcharge	\$716.50		
Restitution	\$190.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,445.00		
<b>Total Other Revenue</b>	<b>\$20,462.90</b>		



# MUNICIPAL DIVISION SUMMARY REPORTING FORM

*incode*

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 4/2023	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis		E-mail Address: beltoncourts@beltonmocourt.org	iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) ROSS NIGRO		Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		143	4,835
B. cases (citations / informations) filed		0	0
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	0
3. court / bench trial - NOT GUILTY		0	0
4. plea of GUILTY in court		0	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	0
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		0	0
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		0	0
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		143	4,835
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	0	# issued during period	0
2. # served/withdrawn during reporting period	43	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,258		

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 4/2023
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue			
Clerk Fee - Excess Revenue			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue			
Bond forfeitures (paid to city) - Excess Revenue			
<b>Total Excess Revenue</b>			
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other			
Clerk Fee - Other			
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Sheriffs' Retirement Fund (SRF) surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
<b>Total Revenue Other</b>			
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Other Disbursements</b>	
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
		<b>Bond Refunds</b>	
		<b>Total Disbursements</b>	

## **Auction Items 5/30/2023**

### Administration

- (1) temperature monitor
- (1) box of binders
- (1) box of misc. office supplies
- (9) tabletop acrylic dividers
- (1) small file cabinet, 3 drawer
- (1) wooden hutch

### Public Works-Water/Sewer

- Sullair Diesel generator used at the lift station (no model number)

### Police

- 2006 Skyline camper/trailer VIN #1SE200P216B001311

**R2023-53**

**A RESOLUTION REAPPOINTING DAVID DANIELS, JENNIFER GARNER, AND ADRIAN HALL TO THE MUNICIPAL PARK BOARD.**

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

**WHEREAS**, David Daniels’ term expires June 1, 2023; he is hereby reappointed to serve as a member of the Park Board until June 1, 2026; and

**WHEREAS**, Jennifer Garner’s term expires June 1, 2023; she is hereby reappointed to serve as a member of the Park Board until June 1, 2026; and

**WHEREAS**, Adrian Hall’s term expires June 1, 2023; he is hereby reappointed to serve as a member of the Park Board until June 1, 2026; and

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

**SECTION 1.** That the following named individuals shall constitute the Municipal Park Board with terms of office as shown, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Patti Ledford	June 1, 2024
Mike Miller	June 1, 2024
Terry Ward	June 1, 2024
Zebadiah Morlok	June 1, 2025
Rusty Sullivan	June 1, 2025
Mary Cummings	June 1, 2025
<b>David Daniels</b>	<b>June 1, 2026</b>
<b>Jennifer Garner</b>	<b>June 1, 2026</b>
<b>Adrian Hall</b>	<b>June 1, 2026</b>
Councilmember Liaison – Allyson Lawson	

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

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

Duly read and passed this \_\_\_\_ day of May, 2023.

\_\_\_\_\_  
Mayor Norman K Larkey Sr.

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 introduced at a meeting of the City Council held on the \_\_\_ day of May, 2023, and adopted at a meeting of the City Council held the \_\_\_\_ day of May, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

**R2023-54**

**A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SOFTWARE SUBSCRIPTION WITH OMNIGO SOFTWARE.**

**WHEREAS**, the Belton Police Department, Fire Department and jail have been using Omnigo Software as its software subscription service which contains all records pertaining to law enforcement and computer aided dispatch for the City of Belton for many years; and

**WHEREAS**, Omnigo Software is the selected PSAP Dispatch Center’s vendor for this service for Cass County; and

**WHEREAS**, the funding source for this subscription is the Belton Police Department’s, Belton Fire Department’s and Municipal Jail’s programming fund for a total amount of \$76,443.16; and

**WHEREAS**, the City Council believes that the renewal of this software subscription from Omnigo Software to keep the records for the Belton Police Department, Belton Fire Department and jail functioning properly is in the best interests of the City of Belton.

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

**SECTION 1.** That the City Council hereby authorizes the renewal of the Software Subscription with Omnigo Software, herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That this ordinance shall be in full force and effect from and after the date of its passage approval.

Duly read and passed this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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

STATE OF MISSOURI )

COUNTY OF CASS     ) SS.  
CITY OF BELTON     )

I, , 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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_, 2023 by the following vote, to-wit:

AYES:                   COUNCILMEMBER:

NOES:                   COUNCILMEMBER:

ABSENT:                COUNCILMEMBER:

---

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



## MEMO

**Title: Omnigo Renewal**

**Agenda Date: May 30, 2023**

**Presented by: Scott Lyons, Police Chief**

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This Omnigo product is the main database for the records and jail management systems. The Belton Police Department has utilized Omnigo, formerly known as ITI, since 1998.

Omnigo will cost a total of \$76,443.16; it is budgeted in 010-3800-400-3015 for FY24. This quoted amount is within the budgeted amount for programming provided in the current fiscal year.

Staff is recommending approval of this software subscription to keep the records functioning properly.





10430 Baur Blvd  
 Saint Louis MO 63132-1905  
 United States  
 Phone 800-814-4843  
[www.omnigo.com](http://www.omnigo.com)

**Invoice:** I-OS014908  
 Invoice Date: 03/30/2023  
 Due Date: 04/29/2023

FEIN/TIN: 43-1507250

**Bill To**

BELTON POLICE DEPARTMENT  
 7001 East 163rd Street  
 Belton MO 64012  
 United States

**Ship To**

BELTON POLICE DEPARTMENT  
 7001 East 163rd Street  
 Belton MO 64012  
 United States

Client ID: 1004282		PO #:		Quote #: Q-30911	
Product Description	Start Date	End Date	Cost	Qty	Amount
Interface, Summons Import for Handheld Ticketwriter - Client Premise	05/01/2023	04/30/2024	\$1,295.65	1	\$1,295.65
Interface, MO Incident Based Reporting - Client Premise	05/01/2023	04/30/2024	\$0.00	1	\$0.00
Enterprise Framework - Client Premise	05/01/2023	04/30/2024	\$7,510.45	1	\$7,510.45
Workstation / Mobile Map (web based) - Client Premise	05/01/2023	04/30/2024	\$647.82	1	\$647.82
License & Registrations - Client Premise	05/01/2023	04/30/2024	\$1,610.92	1	\$1,610.92
Law Enforcement Records Management - Client Premise	05/01/2023	04/30/2024	\$12,468.46	1	\$12,468.46
Interface, MO Accident (STARS 2012 - electronic submission) - Client Premise	05/01/2023	04/30/2024	\$1,477.04	1	\$1,477.04
Jail Management - Client Premise	05/01/2023	04/30/2024	\$6,150.02	1	\$6,150.02
Mobile License - Client Premise	05/01/2023	04/30/2024	\$1,671.38	20	\$33,427.60
Interface, Livescan - Sagem Morpho - Client Premise	05/01/2023	04/30/2024	\$1,278.38	1	\$1,278.38
Regional Data Sharing - Client Premise	05/01/2023	04/30/2024	\$0.00	1	\$0.00
Asset / Fleet Management - Client Premise	05/01/2023	04/30/2024	\$1,818.23	1	\$1,818.23
Interface, ImageTrend EMS/Fire - Client Premise	05/01/2023	04/30/2024	\$1,848.46	1	\$1,848.46
Interface, MO Accident (STARS 2012 - print submission) - Client Premise	05/01/2023	04/30/2024	\$0.00	1	\$0.00
Interface, NCIC REJIS - Client Premise	05/01/2023	04/30/2024	\$6,910.13	1	\$6,910.13

\*If you are charged sales tax but should be exempt, please forward your valid exemption certificate to [ar@omnigo.com](mailto:ar@omnigo.com)

**Invoice:**

Invoice Date:

Due Date:

**I-OS014908**

03/30/2023

04/29/2023

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

**Refer all questions to:**

Accounts Receivable  
800-814-4843 Ext. 304  
AR@omnigo.com

Please reference invoice # I-OS014908 on your payment.  
Thank you for your business.

<b>Subtotal</b>	USD \$76,443.16
<b>* Sales Tax</b>	\$0.00
<b>Ship &amp; Hand.</b>	
<b>Total Invoice</b>	\$76,443.16
<b>Payment Rcvd.</b>	\$0.00
<b>Total Due \$</b>	USD \$76,443.16

**Remit To:**

Omnigo Software  
PO Box 734008  
Chicago, IL 60673-4008

## ACH/Wire Bank Information:

JP Morgan Chase Bank  
7100 S 76th Street Franklin, WI 53132  
Phone: 414-529-6201  
Routing Number: 075000019  
Account Number: 724099684  
Swift Code (BIC): CHASUS33

R2023-55

**A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SERVICE AGREEMENT WITH KENTON BROTHERS FOR SOFTWARE AND HARDWARE LABOR.**

**WHEREAS**, the Belton Police Department has had a working relationship with Kenton Brothers for over 10 years, providing service to our cameras and access points; and

**WHEREAS**, the Belton Police Department uses the cameras and access points for security in and around the Belton Police Department; and

**WHEREAS**, this agreement gives us a “bucket” of prepaid labor hours for servicing of the camera and access systems when there are issues; and

**WHEREAS**, without the renewal of the agreement, we would not be able to obtain support from Motorola for any issues we have with the cameras or the server; and

**WHEREAS**, the funding source for this renewal agreement was budgeted in the Belton Police Department’s current fiscal year’s budget under the maintenance agreement fund for the amount of \$5,760.00.

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

**SECTION 1.** That the City Council hereby authorizes the renewal of the Maintenance Agreement with Watchguard (Motorola), herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That the Police Chief is hereby authorized to sign this agreement on behalf of the City.

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

Duly read and passed this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

I, , 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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

# Belton Missouri Police Department Interdepartmental Memo



To: **Chief Scott Lyons**  
From: **Lt Norman Shriver**  
Date: **04-21-2023**  
Subject: **Kenton Brothers annual service agreement (MSA)**

In the current year's budget, money was allocated in the building maintenance account for the Kenton Brothers annual service (MSA). This agreement gives us a "bucket" of prepaid hours for service on the camera and access systems when there are issues. This is also used when new versions of the software packages are available along with labor on doors, locks and other such equipment.

In the previous years, our "bucket" included 40 hours. This agreement was cut down to 36 hours as we had only used approximately 30 hours in the previous years.

This agreement is for labor only, any hardware would be an additional charge. It also does not include the cost of a lift for the higher cameras. The police department can get a better rental rate from United Rentals than what Kenton Brothers charge. The department can also utilize the city's bucket truck for this, if it is available.

Kenton Brothers provided a quote, which is attached in the amount of \$5,760.00. I would appreciate this quote being approved as we have several items needing to be addressed.

Respectfully

Handwritten signature of Lt. Norman Shriver in black ink.

Lt. Norman Shriver

Approved  
Chief Scott Lyons  
Total amount due to  
proprietary software for  
current security cameras  
& access for AB bldg  
Sub.

# Belton Service Agreement - MSA

## 8102 Belton Police Department

Proposal: Q4138

Belton Service Agreement - MSA



Prepared for:  
**Norman Shriver**

**8102 Belton Police Department**  
7001 E 163rd St  
Belton, MO 64012-4614 US  
8163315522

**P** 816.348.4416  
**E** nshriver@beltonpd.org  
**W**

Proposal Issued:  
4/20/2023

Proposal Valid to:  
05/20/23

# Our Services

**Kenton Brothers** is one of the Midwest's oldest and most trusted security hardware distributors and service providers. We implement state of the art products, professional services and enterprise solutions to meet our customers' leading edge business objectives.

**Doors, Frames, and Finish Hardware:** Complete solutions for wood, hollow metal, and FRP openings

**Master Key & High Security Keying Systems/Locksmith Services:** Key control and restricted keying systems

**Electronic Access Control/Electronic Hardware:**  
IP-based & stand alone

**Video Surveillance:** IP, digital video systems

**Telephone Entry/Intercom Systems:** Access control with audio-video capabilities

**Automatic Door Operators for ADA Access:** Integrate ADA compliance with your door hardware

**Safes/Safety Deposit Boxes:** Burglary/fire resistant units, built-in or free standing

**Emergency Call Boxes:** For patron/client safety and security

**GSA Certified:** High Security Locking Devices

**Turnstiles:** For interior and exterior applications

**Service/Maintenance**

**Agreements:** Experienced staff to service your equipment and systems

**System Management:** Providing administrative support and training

**Video Analytics:** Automatically monitors cameras and alerts for events of interest

**Managed Monitoring Services:** Designed to improve the speed to value and reduce resource load

**Fire/Intrusion Defense:** Protecting your most important assets, your people, from fire, weather emergency, and intrusion.

**AXIS**  
COMMUNICATIONS



**LENEL S2**  
Video Technology

**WILLAMETTE**

**AVIGILON**

**BOSCH**  
Invented for life

**SCHLAGE**

**VON DUPRIN**

**LCN**

**FALCON**

**hes**

**Master Lock**

**SARGENT**

**medeco**

**Norton** **Yale**

**Corbin Russwin**



**Code Blue**

**GARRETT**  
METAL DETECTORS

**Honeywell**  
SECURITY

**SECURITRON**

# Client Information

**Name:** 8102 Belton Police Department

**Site:**  
**8102 Belton Police Department**

7001 E 163rd St  
Belton, MO 64012-4614 US  
8163315522

**Billing:**  
**8102 Belton Police Department**

7001 E 163rd St  
Belton, MO 64012-4614 US  
8163315522

**Contact:**  
**Norman Shriver**

nshriver@beltonpd.org

# Project Description

## *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide maintenance agreement for video surveillance system

The services and hardware proposed in this document are developed based on the information provided by Clarity Management Group. The configuration and technical details set forth in this document are intended to provide Clarity Management Group with a solution designed to meet the current and future needs of the company.

## *Project Scope of Work*

### Video System Description

KB will provide maintenance agreement for the video surveillance system.

### *Customer Requirements*

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide all usernames and password to complete scope.



- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

### ***Project Assumptions***

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

## Project Budget

<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$0.00</b>

<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$0.00</b>

<b>Total</b>	<b>\$0.00</b>
--------------	---------------

<b>Equipment Subtotal:</b>	<b>\$0.00</b>
----------------------------	---------------

<b>Labor Subtotal:</b>	<b>\$0.00</b>
------------------------	---------------

<b>Project Subtotal:</b>	<b>\$0.00</b>
--------------------------	---------------

# PROJECT INVESTMENT SUMMARY

Equipment: \$0.00

**Grand Total: \$0.00**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

Estimated Invoice Schedule	Amount
Final	\$0.00

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

## Service Plan

Name: Labor Allowance

Number: 810-243

Plan Length: 1 year

Auto-renew?  Yes  No

### Labor Allowance

\$5,760.00

Annually

36 Hours yearly labor allowance

**Plus Applicable Taxes**

# PROJECT ACCEPTANCE

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## Recurring Charges:

Customer agrees to pay KB the sum as listed above plus tax, if applicable, per year for the following included in this proposal, prepaid annually for a period of 12 months. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above

# AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective, as of the date (the "Effective Date") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules"), and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

## THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

### Accepted by:

\_\_\_\_\_  
Client: **Norman Shriver**

\_\_\_\_\_  
Date

*Andress, Erik*  
\_\_\_\_\_

\_\_\_\_\_  
April 20, 2023

\_\_\_\_\_  
Contractor: **Kenton Brothers**

\_\_\_\_\_  
Date



## HIGHLIGHTED TERMS AND CONDITIONS:

90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects as described fully in Section 12.

Remote Video Server Access. If and to the extent Customer purchases "Remote Video Server Access" pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server as described fully in Section 6.

Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Purchase Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Purchase Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term. If no notice is received, the term automatically renews as provided applicable schedule. For more information see Section 6(c).

Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7(d).

Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION.

PLEASE REVIEW THE FULL TERMS AND CONDITIONS ATTACHED FOR ADDITIONAL INFORMATION.

# STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

## 3. SERVICES

- (a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

#### **4. EQUIPMENT AND SOFTWARE**

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### **5. MAINTENANCE AND SUPPORT SERVICES**

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("**CCTV**") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.



## 7. FEES AND PAYMENT

- (a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).
- (b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.
- (c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.
- (d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.
- (e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

- (a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.
- (b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.
- (c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.
- (d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

- (a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.
- (b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) **Effect of Termination.** Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) **Limited Warranties.** KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) **Disclaimer of All Other Warranties.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

## 13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

#### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

#### 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### 18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.

(k) Rules of Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be

followed by the words "without limitation;" (iii) a reference to any Contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs, legal representative and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) "hereunder," "hereof," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision. The Parties agree that they have had an opportunity to review this Agreement and negotiate changes or modifications, therefore, the parties waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document



**R2023-56**

**A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SERVICE AGREEMENT WITH KENTON BROTHERS FOR THE MILESTONE AND S2 SOFTWARE UPGRADES.**

**WHEREAS**, the Belton Police Department has had a working relationship with Kenton Brothers for over 10 years, providing service to our cameras and access points; and

**WHEREAS**, Kenton Brothers is our vendor for the Milestone and S2 Software for our cameras and access points; and

**WHEREAS**, the Milestone software is for our cameras at the police station and the S2 Software is the access system for the police department, fire department, and the city use; and

**WHEREAS**, the Belton Police Department uses the cameras and access points for security in and around the Belton Police Department; and

**WHEREAS**, this will allow us to upgrade the server software and have a maintenance agreement with Kenton Brothers if there should be any issues with the software; and

**WHEREAS**, the agreement would run through April 1, 2026; and

**WHEREAS**, the funding source for this renewal agreement was budgeted in the Belton Police Department's current fiscal year's budget under the maintenance agreement fund for the amount of \$10,535.86.

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

**SECTION 1.** That the City Council hereby authorizes the renewal of the Maintenance Agreement with Kenton Brothers herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That the Police Chief is hereby authorized to sign this agreement on behalf of the City.

**SECTION 2.** That this resolution shall be in full force and effect from and after the date of its passage approval.

Duly read and passed this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_, 2023 by the following vote, to-wit:

AYES:                   COUNCILMEMBER:

NOES:                   COUNCILMEMBER:

ABSENT:                COUNCILMEMBER:

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

# Belton Missouri Police Department Interdepartmental Memo



To: Chief Scott Lyons  
From: Lt Norman Shriver  
Date: 04-10-2023  
Subject: Kenton Brothers, Milestone and S2 SUSP renewals

In the current year's budget, money was allocated in the maintenance agreement account for renewal of our Milestone and S2 software upgrades. This would allow us to upgrade the server software and have a maintenance agreement with these companies if there should be any issues with the software. Our agreement for both expired in 2021. Kenton Brothers is our vendor for these products, and they provide a three (3) year quote for both products that would run through April 1<sup>st</sup>, 2026. This quote is for \$10,535.86. See attached quote.

Milestone is for our cameras at the police station. S2 is the access system that the police department, fire department and the city use.

I would ask that this be placed on the next council agenda for their approval.

Respectfully

A handwritten signature in blue ink, appearing to read "Norman Shriver", is written over the word "Respectfully".

Lt. Norman Shriver

Approved,  
Chief Scott Lyons  
Sole Source due to  
proprietary software for  
current security cameras &  
access for PD Obligation  
04/10/2023



Proposal: KENTO-0243

SUSP Renewal



Prepared for:  
**Norm Shriver**

**8102 Belton Police Department**  
7001 E 163rd St  
Belton, MO 64023

P  
E  
W

Proposal Issued:  
3/17/2023

Proposal Valid to:  
04/16/23

## Our Services

**Kenton Brothers** is one of the Midwest's oldest and most trusted security hardware distributors and service providers. We implement state of the art products, professional services and enterprise solutions to meet our customers' leading edge business objectives.

**Doors, Frames, and Finish Hardware:** Complete solutions for wood, hollow metal, and FRP openings

**Master Key & High Security Keying Systems/Locksmith Services:** Key control and restricted keying systems

**Electronic Access Control/Electronic Hardware:**  
IP-based & stand alone

**Video Surveillance:** IP, digital video systems

**Telephone Entry/Intercom Systems:** Access control with audio-video capabilities

**Automatic Door Operators for ADA Access:** Integrate ADA compliance with your door hardware

**Safes/Safety Deposit Boxes:** Burglary/fire resistant units, built-in or free standing

**Emergency Call Boxes:** For patron/client safety and security

**GSA Certified:** High Security Locking Devices

**Turnstiles:** For interior and exterior applications

**Service/Maintenance**

**Agreements:** Experienced staff to service your equipment and systems

**System Management:** Providing administrative support and training

**Video Analytics:** Automatically monitors cameras and alerts for events of interest

**Managed Monitoring Services:** Designed to improve the speed to value and reduce resource load

**Fire/Intrusion Defense:** Protecting your most important assets, your people, from fire, weather emergency, and intrusion.

**AXIS**  
COMMUNICATIONS



**LENEL'S2**

**GALLAGHER**

**AVIGILON**

**BOSCH**  
Invented for life

**SCHLAGE**

**VON DUPRIN**

**LCN**

**FALCON**

**hes**

**Master**  
Lock

**SARGENT**

**medeco**

**Norton** **Yale**

**Corbin**  
**Russwin**



**Code Blue**

**GARRETT**  
METAL DETECTORS

**Honeywell**  
**SECURITY**

**SECURITRON**

## Client Information

**Name:** 8102 Belton Police Department

**Site:**  
**8102 Belton Police Department**

7001 E 163rd St  
Belton, MO 64023

**Billing:**  
**8102 Belton Police Department**  
7001 E 163rd St  
Belton, MO 64023 United States  
816-331-5522

**Contact:**  
**Norm Shriver**

## Project Description

### ***Project Objectives***

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide SUSP renewal for existing Milestone and S2 systems.

The services and hardware proposed in this document are developed based on the information provided by Belton Police Department. The configuration and technical details set forth in this document are intended to provide Belton Police Department with a solution designed to meet the current and future needs of the company.

### ***Project Scope of Work***

#### Video System Description

KB will provide an SUSP renewal for both the existing Milestone XProtect Professional+ and the S2 systems.

New S2 system renewal is valid from 04/01/2023-04/01/2026

New Milestone system renewal is valid from 04/01/2023-04/01/2026

Quote is for licensing only. Labor is not included.

#### Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days

#### Software Upgrade Plans (SUP)

- SUPs are included for 3 years. Continued software support is recommended to keep system updated with new features and security patches.

### ***Customer Requirements***

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this

project and the knowledge transfer process.

- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide all usernames and password to complete scope.
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

### ***Project Assumptions***

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

Materials

IP Video

58 MILESTONE SYSTEM Y3XPPPLUSDL  
Three years Care Plus for XProtect Professional+ D

Equipment:	\$3,605.86
Labor:	\$0.00
IP Video Total	\$3,605.86

Access Control

1 S2 Security Corporation S-2 SUSP  
3 Year SUSP - 64 Portals

Equipment:	\$6,930.00
Labor:	\$0.00
Access Control Total	\$6,930.00

Equipment:	\$10,535.86
Labor:	\$0.00

Materials Total \$10,535.86

Equipment Subtotal: \$10,535.86

Labor Subtotal: \$0.00

Project Subtotal: \$10,535.86



# PROJECT INVESTMENT SUMMARY

Equipment:	\$10,535.86
<b>Grand Total:</b>	<b>\$10,535.86</b>

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

Estimated Invoice Schedule	Amount
----------------------------	--------

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.



# PROJECT ACCEPTANCE

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**"), and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

\_\_\_\_\_  
Client: Norm Shriver

\_\_\_\_\_  
Date

*Andress, Erik*  
\_\_\_\_\_

\_\_\_\_\_  
March 17, 2023

Contractor: Kenton Brothers

\_\_\_\_\_  
Date



# STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

## 3. SERVICES

- (a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.



(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

#### **4. EQUIPMENT AND SOFTWARE**

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### **5. MAINTENANCE AND SUPPORT SERVICES**

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

## 7. FEES AND PAYMENT

- (a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).
- (b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.
- (c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.
- (d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.
- (e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

- (a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.
- (b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.
- (c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.
- (d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

- (a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.
- (b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

## 13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH (INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

#### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

#### 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100,000. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### 18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.



R2023-57

**A RESOLUTION APPROVING A FORTY-EIGHT (48) MONTH LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR THREE (3) CANON DX C478iFZ COPIERS FOR THE POLICE DEPARTMENT TO REPLACE THE CURRENT CITY OWNED COPIERS LOCATED IN THE POLICE DEPARTMENT.**

**WHEREAS**, the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

**WHEREAS**, Canon Solutions America, Inc. has entered into a competitively bid pricing contract with the National Intergovernmental Purchasing Alliance (NIPA)-an Omnia Partner and as a local government office the City is an eligible participant; and

**WHEREAS**, Canon Solutions America, Inc. has submitted a proposal via NIPA contract number FI-R0251-18 and through the previously approved Canon Master Sales & Service Agreement MA12450 (R2021-35) for the lease of three (3) Canon DX C478iFZ copiers for the Belton Police Department that meets high service demands and provides for complete maintenance services.

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

- Section 1.** That the City Council hereby authorizes and approves the Equipment Lease Schedule, herein attached and incorporated into this resolution as “**Exhibit A,**” with Canon Solutions America, Inc. for three (3) Canon DX C478iFZ for the Belton Police Department.
- Section 2.** That the three (3) city owned copiers the Canon copiers are replacing will be sold in accordance with the Section 2.991 of the Code of Ordinances.
- Section 3.** That the City Manager is hereby authorized to sign this Lease Schedule and any other documents necessary to carry out the intent of this resolution.
- Section 4.** That this resolution shall be in full force and effect from and after its passage and approval.
- Section 5.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.



Duly read and passed this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_, 2023 by the following vote, to-wit:

AYES:                   COUNCILMEMBER:

NOES:                   COUNCILMEMBER:

ABSENT:                COUNCILMEMBER:

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

# Belton Missouri Police Department Interdepartmental Memo



To: **Chief Scott Lyons**  
From: **Lt Norman Shriver**  
Date: **05-04-2023**  
Subject **Printer leases**

In the current year's budget, money was allocated for the leasing of printers to replace older, worn-out machines. The newest of these were purchased in 2008. It has had issues since it was received. The other two are in the North workroom and in dispatch.

Speaking with city staff, I found out the city has a lease contract with Canon Solutions America. We contacted the sales representative who provided us with the attached quote and the lease agreement.

For three identical machines which will fulfill the need at each location, the monthly cost would be \$396.00. This includes all labor, parts and supply items except for paper.

Looking at city hall's recent agreement with Canon it was noted that they had a base charge added which allowed for a certain number of pages before any overage charge. There is no base charge on the quote, and we would pay for the actual number of pages at the quoted amount. We believe this would be a cost saving over have the base charge.

If this agreement is approved and once the new units are in place, the older units would be sold at auction. This could offset some of the lease cost.

I would ask this be placed on the next city council agenda for their approval.

Respectfully

Handwritten signature of Lt. Norman Shriver in black ink.

Lt. Norman Shriver

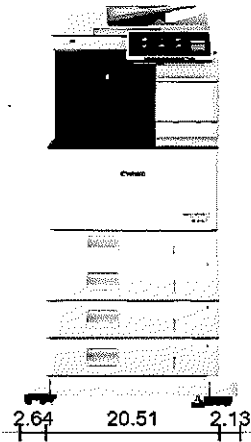
Handwritten signature of Chief Scott Lyons in black ink, with the words "Reviewed &amp; Approved" written above it.



CANON SOLUTIONS AMERICA

### imageRUNNER DX C478iFZ

- 50 ppm Color & BW
- Scan up to 200 ipm
- Print up to 8 1/2" x 14"
- Inner Finisher (up to 30 sheets)
- 4 x Paper Trays (550 Sheets @)
- Power Filter



### Equipment Pricing

**3 x C478iFZ 48 Month FMV Lease (w/Finisher)      \$ 396.00**

- Agreement through Canon Financial Services based on a Fair Market Value Purchase Option at Term of lease. Quoted rate does not include any applicable Taxes

Monthly Base Service Included:

B/W Overage Rate:	\$ .0130
Color Overage Rate:	\$ .0530

- Includes all Labor, Parts, and Supply Items Except Paper .



Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

Lease Schedule ("Schedule") - Itemized (SER-700)

Customer: CITY OF BELTON, MISSOURI

CFS App #: 1938764

Salesperson: Mark Gerard Chaffin

Agreement #: MA12450

Transaction #: S1371176

Order Date: 05/03/23

<b>Billing Information</b>	Customer Account: 1865712	<b>Payment Information</b>		<b>Equipment Maintenance Information</b>		
	<b>Company:</b> CITY OF BELTON, MISSOURI <b>DBA:</b> <b>Address:</b> 7001 E 163RD ST <b>Address 2:</b> <b>City:</b> BELTON <b>County:</b> CASS <b>State:</b> MO <b>Zip:</b> 64012-4614 <b>Phone #:</b> 816.348.4494 <b>Contact:</b> Bill Hampson <b>Fax #:</b> <b>Email:</b> billh@beltonpd.org	Listed Items Lease Term	# of Lease Payments	Maintenance included for all Equipment		
		48 Months	48	Maint Base charge invoiced Monthly by CFS		
		<b>Payment Summary* (*Plus Applicable Taxes)</b>		Excess Per Image Charge invoiced Monthly by CFS		
		Lease Payment \$396.00	Invoiced by CFS	Per Unit Coverage Plan Fixed Price Plan		
		Total Maintenance		<b>Other Transaction Details</b>		
		Base Charge \$0.00	Invoiced by CFS	Lease Payment shall be invoiced Monthly		
		<b>Due at Signing</b>		Purchase Option: Fair Market Value		
		# of Payments in Advance	Total Due at Signing			
		0	\$0.00			

Rider A applies (Office Equip/Cut Sheet Production)	<b>Maint Base Charge Section A</b>	<b>Covered Images Included in Maint Base Charge</b>	<b>Excess Per Image Charge(s)</b>
	\$0.00	B&W: 0 Color: 0	B&W: \$0.013 Color: \$0.053

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4836C002	IRADVXC478IFZ	3	Included	Included	Shipping: 7001 E 163RD ST Delivery Date: 05/31/23	
3317C001	CASSETTE FEEDING UNIT-AT1	3	Included	Included	Address 2:	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	3	Included	Included	City: BELTON County: CASS State: MO Zip: 64012-4614	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	3	Included	Included	Primary Customer Contact: Bill Hampson	
3826V924	INSTALL PAK IRA DX C477IF / C477IFZ / C478IF / C478IFZ / C568IF / C568IFZ	3	Included	Included	Phone #: 816.348.4494 Email: billh@beltonpd.org	
IntSupplies	Pre-installed Supplies Installed in Machine	3	Included	Included	Meter Contact:	
					Phone #: Email:	
					IT Contact: Bill Hampson	
					Phone #: 816.348.4494 Email: billh@beltonpd.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Billing Contact:	
					Phone #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	

<b>Additional Requirements:</b>	Consumables: Toner Only Auto-Toner Fulfillment**
	Meter Method: Remote Reporting Agent Corporate Advantage
	<b>For CSA USE ONLY:</b>
	Config: A   74021404

OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18  
 THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Internal Purposes Only:**  
 CFS Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**R2023-58**

**A RESOLUTION APPROVING THE PURCHASE OF SIX (6) NEW 2023 FORD UTILITY PI VEHICLES IN THE AMOUNT OF \$254,850 FROM SHAWNEE MISSION FORD.**

**WHEREAS**, the FY2022 approved budget includes appropriations to purchase four (4) 2022 new police patrol vehicles and four (4) 2022 new detective vehicles; and

**WHEREAS**, Mid-America Council of Public Procurement requested bids for these vehicles and Shawnee Mission Ford provided the lowest and best bid for the four (4) new 2022 Ford Utility Police Interceptor (PI) Vehicles; and

**WHEREAS**, in August of 2022 staff was informed that Ford had cancelled the order for eight (8) Ford Interceptors and we would need to re-order them as 2023 models; and

**WHEREAS**, that the same time staff was informed that the price had increased approximately 25% bringing the cost to \$42,475 for each Interceptor; and

**WHEREAS**, due to the 25% increase in cost, staff reduced the order from (8) eight units down to (6) units; and

**WHEREAS**, the City Council believes that approving the purchase of these vehicles will replace older vehicles that no longer meet the specifications for police vehicles; and

**WHEREAS**, the purchase of the six (6) 2023 Ford Utility PI vehicles will provide safe, useful, and cost-effective vehicles for the City's Police Department.

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

**SECTION 1.** That the City Council approves the purchase of six (6) 2023 Ford Utility PI vehicles for \$42,475 each, for a total of \$254,850 from Shawnee Mission Ford and authorizes the Chief of Police, City Manager, Mayor, or other appropriate office of the City to execute any documents necessary to carry out the intent of this resolution.

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:            COUNCILMEMBER:  
NOES:            COUNCILMEMBER:  
ABSENT:        COUNCILMEMBER:


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

# Memo

**Belton, Missouri  
Police Department**

**To: Chief S. Lyons #100**  
**From: Lt. D. Davis #308**  
**Date: 5-12-2023**  
**Re: Vehicle Purchase**

*Reviewed & Approved,  
Chief S. Lyons*



In the FY 2023 budget, funds were allotted to purchase eight (8) Ford Police Interceptor utility vehicles at a cost of approximately \$34,000 each. In June of 2022, this order was placed with Shawnee Mission Ford based on the bids accepted by the Mid America Council of Public Procurement pricing.

In August of 2022, I was informed that Ford could be unable to fulfill their orders for the 2022 model and my order may need to be "rolled" over to the 2023 model year. In September of 2022, I was told that our order would now have to be for the 2023 model year and the price of the vehicles had been increased to \$42,475 per unit. I immediately reduced our order to six (6) units to stay within budget. The total expenditure for this purchase is \$254,850.00

These vehicles were delivered to us on 5-4-2023. Two of these vehicles are slated to go to the patrol division. One of the cars being removed from the regular patrol fleet will maintain its equipment to eventually become the canine unit. Four of these vehicles will be designated for the investigations unit.

The addition of a patrol car to the fleet to facilitate the canine vehicle will result in the purchase of new equipment for one patrol vehicle with the exception of the prisoner enclosure which can be switched out from the existing car.

The cost to switch existing equipment from an old patrol unit to the new vehicle will be approximately \$3185. The cost to equip one new vehicle with all new equipment with the exception of the prisoner enclosure is estimated to be \$8018. The remaining six vehicles designated for the investigations unit will be switched over by our vehicle maintenance crew using the equipment currently in the investigations unit's vehicles.

Respectfully,

*[Signature]* #308

Lt. Dan Davis #308

# Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3179  
 SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/268-6521  
 WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF BELTON

ADDRESS 506 MAIN ST

CITY BELTON STATE MO ZIP 64012

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2023	FORD	POLICE INTERCEN	NEW	1FM5K8AB3PGA20299
SALESMAN JAY COOPER				ODOMETER 10

N/A

DATE: 05/04/23 | 29703 | STOCK NUMBER 69064F

DESCRIPTION	
SALE PRICE	42,475.00
PRICE OF CAR	
TOTAL PRICE	42,475.00
CASH DOWN	N/A
BALANCE DUE	42,475.00

RESTEK 817-726-3375

USED CAR TRADED			
YEAR	MAKE	MODEL	VEHICLE I.D. #
N/A	N/A	N/A	N/A
			216

*Always Bring Your  
 Car Here For  
 Factory Authorized  
 Service*



# Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3179  
 SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/268-6521  
 WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF BELTON

ADDRESS 506 MAIN ST

CITY BELTON

STATE MO

ZIP 64012

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2023	FORD	POLICE INTERCE	NEW	1FM5K8AB3PGA20612
SALESMAN JAY COOPER				ODOMETER 13

N/A

DATE: 05/04/23 29754 STOCK NUMBER 69077E

DESCRIPTION  
 SALE PRICE 42,475.00

PRICE OF CAR

TOTAL PRICE 42,475.00  
 CASH DOWN N/A  
 BALANCE DUE 42,475.00

RESTEK 817-726-3375

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE I.D. #
N/A	N/A	N/A	N/A 217

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 Service*

# Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3179  
 SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/260-6521  
 WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF BELTON

ADDRESS 506 MAIN ST

CITY BELTON

STATE MO

ZIP 64012

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2023	FORD	POLICE INTERCEN	NEW	1FM5K8AB0PGA20356
SALESMAN JAY COOPER				ODOMETER 13

N/A

PRICE OF CAR

DATE: 05/04/23	29755	STOCK NUMBER 69076F
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DESCRIPTION

SALE PRICE 42,475.00

TOTAL PRICE 42,475.00

CASH DOWN N/A

BALANCE DUE 42,475.00

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 Factory Authorized  
 Service*

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE I.D. #
N/A	N/A	N/A	N/A 218

RESTEK 817-726-3375

# Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3179  
 SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/260-6521  
 WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF BELTON

ADDRESS 506 MAIN ST

CITY BELTON

STATE MO

ZIP 64012

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2023	FORD	POLICE INTERCEN	NEW	1FM5K8AB4PGA20697
SALESMAN JAY COOPER				ODOMETER 10

N/A

RESTEK 817-726-3375

USED CAR TRADED				
YEAR	MAKE	MODEL	VEHICLE I.D. #	
N/A	N/A	N/A	N/A 219	

DATE:

05/04/23

29756

STOCK NUMBER

69078F

DESCRIPTION

SALE PRICE 42,475.00

PRICE OF CAR

TOTAL PRICE 42,475.00

CASH DOWN N/A

BALANCE DUE 42,475.00

*Always Bring Your  
 Car Here For  
 Factory Authorized  
 Service*

# Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3179  
 SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/258-0521  
 WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF BELTON

ADDRESS 506 MAIN ST

CITY BELTON

STATE MO

ZIP 64012

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2023	FORD	POLICE INTERCEPT	NEW	1FM5K8AB9PGA19769
SALESMAN JAY COOPER				ODOMETER 13

N/A

DATE: 05/04/23 STOCK NUMBER 29757 69065F

DESCRIPTION	
SALE PRICE	42,475.00
PRICE OF CAR	
TOTAL PRICE	42,475.00
CASH DOWN	N/A
BALANCE DUE	42,475.00

*Always Bring Your  
 Car Here For  
 Factory Authorized  
 Service*

**USED CAR TRADED**

YEAR	MAKE	MODEL	VEHICLE I.D. #
N/A	N/A	N/A	N/A 220

RESTEK 817-726-3375

# Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3179  
 SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/268-6521  
 WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF BELTON

ADDRESS 506 MAIN ST

CITY BELTON

STATE MO

ZIP 64012

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2023	FORD	POLICE INTERCEN	NEW	1FM5K8AB4PGA20263
SALESMAN JAY COOPER				ODOMETER 13

N/A

DATE:		29758		STOCK NUMBER	
05/04/23				69069F	
DESCRIPTION					
SALE PRICE				42,475.00	
TOTAL PRICE				42,475.00	
CASH DOWN				N/A	
BALANCE DUE				42,475.00	
<p><i>Always Bring Your                  Car Here For                  Factory Authorized                  Service</i></p>					
USED CAR TRADED					
YEAR	MAKE	MODEL	VEHICLE I.D. #		
N/A	N/A	N/A	N/A 221		

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RESTEK 017-726-3375

**R2023-59**

**A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE MAINTENANCE AGREEMENT WITH WATCHGUARD (MOTOROLA).**

**WHEREAS**, the Watchguard device licenses and support renewal is essential in the continued use of the Police Department’s body worn and in car video system; and

**WHEREAS**, without the renewal of the agreement, we would not be able to obtain support from Motorola for any issues we have with the cameras or the server; and

**WHEREAS**, the funding source for this renewal agreement was budgeted in the Belton Police Department’s maintenance agreement fund for the amount of \$7,020.00.

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

**SECTION 1.** That the City Council hereby authorizes the renewal of the Maintenance Agreement with Watchguard (Motorola), herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That this ordinance shall be in full force and effect from and after the date of its passage approval.

Duly read and passed this \_\_\_ day of \_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

# Belton Missouri Police Department Interdepartmental Memo



---

To: Chief Scott Lyons  
From: Lt Norman Shriver  
Date: 04-06-2023  
Subject: Watchguard (Motorola) device licenses and support renewal

---

In the current year's budget, money was allocated under the maintenance agreements account for the renewal of the Watchguard device licenses and support renewal. This year's cost is \$7020.00. See attached invoice for additional information.

Without this agreement, we will be unable to continue the use of the body worn and in car video systems and would not be able to obtain support from Motorola for any issues we have with the cameras or server.

I would ask that you approve this request so we can continue using this valuable technology.

Respectfully

Lt. Norman Shriver

*Approved,  
Chief Scott Lyons  
Sole Source due  
to proprietary  
software*





**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230403167	<b>Transaction Date</b> 09-MAR-2023	<b>Transaction Total</b> <b>7,020.00 USD</b>
<b>P.O. Number</b> SHRIVER	<b>P.O. Date</b>	<b>Customer Account No</b> 1036615708
<b>Payment Terms</b> Net Due in 30 Days		<b>Payment Due Date</b> 08-APR-2023

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

<b>Bill To Address</b> BELTON POLICE DEPT ATTN: Accounts Payable 7001 E 163RD ST BELTON MO 64012 United States	<b>Ship To Address</b> BELTON POLICE DEPT 7001 E 163RD ST BELTON MO 64012 United States
---	---

<b>IMPORTANT INFORMATION</b> Contract Number USS000011476  Sales Order(s): USS000011476	<b>For all invoice payment inquiries contact</b> SLT5CTR8@motorolasolutions.com Telephone: 800-247-2346 Fax: +1(631)883-4238
---	---

<b>SPECIAL INSTRUCTIONS / COMMENTS</b> General Comment: Regular Invoice
--

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SFW-BWC-DEV-FEE	Equipment at Site: 0001 1036615708 7001 E 163RD ST BELTON MO 64012 United States VIDEOMANAGER EL, VISTA/V300 ANNUAL DEVICE LICENSE & SUPPORT FEE:14-JUN-2022:13-JUN-2024; Service From: 14-JUN-2022 Service To: 13-JUN-2023	25	195.00	4,875.00
2	SFW-4RE-DEV-FEE	VIDEOMANAGER EL, 4RE/M500 ANNUAL DEVICE LICENSE & SUPPORT FEE:14-JUN-2022:13-JUN-2024; Service From: 14-JUN-2022 Service To: 13-JUN-2023	11	195.00	2,145.00
		Site MO Tax at 0%			0.00
		Site Total			7,020.00

Please detach here and return the bottom portion with your payment

**Payment Coupon**

<b>Transaction Number</b> 8230403167	<b>Customer Account No</b> 1036615708	<b>Payment Due Date</b> 08-APR-2023	<b>Transaction Total</b> <b>7,020.00 USD</b>	<b>Amount Paid</b>
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BELTON POLICE DEPT  
 ATTN: Accounts Payable  
 7001 E 163RD ST  
 BELTON MO 64012  
 United States

**Payment Transfer Details**

CHICAGO  
 WIRE Routing Transit Number: 026009593  
 ACH/EFT Routing Transit Number: 111000012  
 SWIFT: BOFAUS3N  
 Bank Account No: 3756319819

**Send Payments To:**



Motorola Solutions, Inc.  
 13104 Collections Center Drive  
 Chicago IL 60693  
 United States  
 Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

# ORIGINAL INVOICE

<b>Transaction Number</b> 6230403167	<b>Transaction Date</b> 09-MAR-2023	<b>Transaction Total</b> <b>7,020.00 USD</b>
<b>P.O. Number</b> SHRIVER	<b>P.O. Date</b>	<b>Customer Account No</b> 1036615708
<b>Payment Terms</b> Net Due In 30 Days		<b>Payment Due Date</b> 08-APR-2023

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)	
Total Tax MO 0.00					<b>USD Subtotal</b>	<b>7,020.00</b>
USD Total Tax					<b>0.00</b>	
USD Total					<b>7,020.00</b>	
USD Amount Due					<b>7,020.00</b>	

**R2023-60**

**A RESOLUTION APPROVING THE PURCHASE OF TWO POWER STRETCHERS, POWER LOADERS, AND MAINTENANCE AGREEMENT FROM STRYKER CORPORATION IN THE AMOUNT OF \$142,264.84.**

**WHEREAS**, the fire department uses Stryker Power Stretchers and Loaders; and

**WHEREAS**, the department will be adding an additional ambulance to the fleet that will require a new stretcher and loader and also needs to replace an aging stretcher and loader in a current ambulance; and

**WHEREAS**, Stryker is a sole source provider of the equipment used by the department.

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

- Section 1.** That the City Council hereby authorizes and approves the purchase of the Stryker equipment and maintenance bid, herein attached as, **EXHIBIT A**, from Stryker Corporation in the amount of \$142,264.84.
- Section 2.** That the Fire Chief is authorized to sign any necessary documents on behalf of the City of Belton, including the agreement attached hereto.
- 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:            COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:        COUNCILMEMBER:

---

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



## BELTON FIRE DEPARTMENT

### MEMO

---

TO: City Council

FROM: Fire Chief John Sapp

DATE: May 5, 2023

SUBJECT: Stryker Purchase

---

The Fire Department currently operates four ambulances. A fifth ambulance purchase was approved in the FY23 budget. When daily staffing is 13 or above, we operate three of the ambulances. The reason we have chosen to have two additional ambulances is twofold. First there are multiple occasions within our community, or our neighboring communities have events that may need additional ambulances we are able to provide that service using overtime personnel while maintaining adequate resources to provide required services for the city. The second reason is over the last two to three years we have had issues with timely repairs due to parts shortages and a general lack of mechanics able to perform repairs to our apparatus with extended out of service times from two to four weeks or longer.

This purchase will provide a stretcher and power loader for the additional unit that has a planned completion date of February 2024. The second unit purchased will replace the current stretcher and power loader in the ambulance approved to be remounted in the FY24 budget.

The required preventative maintenance contract is included with this purchase. The purchase will include a seven year preventative maintenance and repair contract.

This purchase is \$142,264.84 which was included in the FY24 budget. The anticipated life of these items is seven to ten years.



**new unit**

Quote Number: 10596318  
Version: 1  
Prepared For: BELTON FIRE DEPT  
Attn:

Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Todd Tibbetts  
Email: todd.tibbetts@stryker.com  
Phone Number:

Quote Date: 10/12/2022  
Expiration Date: 01/10/2023

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: BELTON FIRE DEPT	Name: BELTON FIRE DEPT	Name: CITY OF BELTON
Account #: 1299878	Account #: 1299878	Account #: 1070660
Address: 16300 N MULLEN RD BELTON Missouri 64012-2618	Address: 16300 N MULLEN RD BELTON Missouri 64012-2618	Address: 506 MAIN ST BELTON Missouri 64012-2514

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	2	\$26,143.26	\$52,286.52
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	\$28,894.70	\$57,789.40
Equipment Total:					\$110,075.92

**ProCare Products:**

#	Product	Description	Qty	Sell Price	Total
3.1	75011PT	ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel for MTS POWER LOAD *INCLUDES FLOOR PLATE*	2	\$9,769.48	\$19,538.96
3.2	77500013	ProCare Power-PRO 2 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel for 6507 POWER PRO 2, HIGH CONFIG	2	\$5,912.20	\$11,824.40
ProCare Total:					\$31,363.36

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$825.56
<b>Grand Total:</b>	<b>\$142,264.84</b>



## new unit

Quote Number: 10596318

Version: 1

Prepared For: BELTON FIRE DEPT

Attn:

Quote Date: 10/12/2022

Expiration Date: 01/10/2023

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Todd Tibbetts

Email:

todd.tibbetts@stryker.com

Phone Number:

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



**R2023-61**

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN BELTON FIRE DEPARTMENT AND VECTOR SOLUTIONS TRAINING LLC, FOR VECTOR SCHEDULING SOFTWARE IN THE AMOUNT OF \$3,500.00.**

**WHEREAS**, the Fire Department has used the Vector Solutions Training platform for many years and have been satisfied with its performance; and

**WHEREAS**, the Fire Department is in need of better tracking and integration of member scheduling and integration into the reporting system; and

**WHEREAS**, Vector Solutions has a product that fulfills the departments needs and will integrate with the current training and reporting platforms; and

**WHEREAS**, this purchase is \$3,500.00 and was included in the FY24 budget.

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

- Section 1.** That the City Council hereby authorizes the execution of the Target Solutions Learning, LLC Agreement hereto attached as **Exhibit A** for a cost of \$3,500.00.
- Section 2.** That the Fire Chief is authorized to sign the Agreement on the behalf of the City of Belton.
- Section 3.** That this Resolution shall be in full force and effect from the date of passage, adoption, and approval by the Council.

Duly read and passed this \_\_\_day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

A YES:           COUNCILMEMBER:  
NOES:           COUNCILMEMBER:  
ABSENT:        COUNCILMEMBER:

---

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



BELTON FIRE DEPARTMENT

MEMO

---

TO: City Council

FROM: Fire Chief John Sapp

DATE: May 12, 2023

SUBJECT: Vector Solutions Scheduler

---

The Fire Department has not been using a scheduling software. This software assists in tracking staffing histories and offers a way for employees to request vacations and for officers to see any staffing needs that would require the hiring of personnel for overtime.

This is a good product that came in as the lowest bid. It is also the same company the Fire Department has used for many years for a training platform. This will allow the scheduler to tie into that system as well as being able to integrate with the current reporting software to help insert staff into reports according to the schedule.

This purchase is \$3,500.00 which was included in the FY24 budget amount.

Staff recommends approval of this software agreement.

## TargetSolutions Learning, LLC Agreement Schedule A

**Date:** Tuesday, May 9, 2023

**Client Information**

<b>Client Name:</b> Belton Fire Department (MO)	
<b>Address:</b> 16300 N Mullen Rd Belton, MO 64012	
<b>Primary Contact Name:</b> Chad Wright	<b>Primary Contact Phone:</b> 816-547-4723

**Agreement Term**

<b>Effective Date:</b> 06/01/2023	<b>Initial Term:</b> 36 months
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**Invoicing Contact Information** (Please fill in missing information)

<b>Billing Contact Name:</b> John Sapp		
<b>Billing Address:</b> 16300 N Mullen Rd Belton, Missouri 64012		<b>Billing Phone:</b> (816) 265-6169  <b>Billing Email:</b> jsapp@beltonfire.org
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

**Annual Fee(s)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	49	\$61.23	\$3,000.27

Annual Total: **\$3,000.27**

**One-Time Fee(s)**

Product Code	Product	Description	Qty	Price	Sub Total
SCHIMP	Vector Scheduling Implementation Investment	Implementation investment for Vector Solutions Scheduling Platform	1	\$499.73	\$499.73

One-Time Total: **\$499.73**

**Grand Total (including Annual and One-Time): **\$3,500.00****

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

16300 N Mullen Rd  
Belton, MO 64012

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

#### 5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 8. OBLIGATIONS OF BOTH PARTIES.



8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

## 9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

## 10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

## **B. Vector WorkSafe Services and Vector LiveSafe Services**

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

## **C. Vector Evaluations+ Services.**

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

## **D. Vector CheckIT™.**

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

## **E. Vector LMS and Services which include access to the Shared Resource Feature.**

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own (“**User Generated Content**”) that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you (“**Our Other Customers**”); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

**F. Casino Services.**

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party’s names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Belton Fire Department (MO)  
16300 N Mullen Rd  
Belton, MO 64012

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

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

Printed Name: Jonathan Mitchell

Printed Name:

Title: Director of Sales

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**R2023-62**

**A RESOLUTION APPROVING A CONTRACT BETWEEN 42 C.A.R.E.S., INC (“42 CARES”) AND THE CITY OF BELTON FIRE DEPARTMENT (“BELTON FIRE”).**

**WHEREAS**, 42 Cares is a Missouri non-profit corporation which provides an Employee Assistance Program that delivers behavioral services specially designed to fit the needs of first responders and their families; and

**WHEREAS**, Fire Department members face situations that can be more demanding and impactful that may require assistance from a mental health professional more often than many other occupations; and

**WHEREAS**, 42 Cares gives Belton Fire members access to a licensed clinical therapist and 24/7 emergency contact coverage; and

**WHEREAS**, Belton Fire recognizes the need for quality counseling services to help maintain the complete health and well-being of its members.

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

- Section 1.** That the City Council hereby authorizes and approves the Contract, herein attached and incorporated to this Resolution as **Exhibit “A”** with the 42 Cares in the amount of \$3,780.00/yr.
- Section 2.** That the Mayor is authorized to execute this Contract on the behalf of the City.
- Section 3.** That this Resolution shall be in full force and effect from the date of passage, adoption, and approval by the Council.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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

STATE OF MISSOURI)

CITY OF BELTON     ) SS  
COUNTY OF CASS    )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:            COUNCILMEMBER:

NOES:            COUNCILMEMBER:

ABSENT:          COUNCILMEMBER:

---

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



BELTON FIRE DEPARTMENT

MEMO

---

TO: City Council

FROM: Fire Chief John Sapp

DATE: May 5, 2023

SUBJECT: 42 Cares Renewal

---

42 Cares is an Employee Assistance Plan organized and managed by IAFF Local 42. The plan was designed to meet the needs of first responders and is available to Belton fire personnel who are members of Local 42.

This was added as a benefit to the firefighters FY22. It is a reasonably inexpensive option that has had some successful use over the past year.

The cost per year is \$3,780.00 and is included in the FY24 budget.

Staff is recommending the continued use of this program because it adds a valuable tool to help Belton fire personnel have access to wellness information and various counseling resources at a very reasonable price.

## **CONTRACT**

This is a contract between 42 C.A.R.E.S., INC (42 CARES) and the City of Belton, Missouri.

### **I. Parties**

42 C.A.R.E.S., INC (42 CARES) is a Missouri non-profit corporation which provides certain medical services to its members. The City of Belton is a municipality which has eligible employees who will benefit from the services provided by 42 CARES.

### **II. Compensation.**

- A. 42 CARES shall provide services at their rate of \$7.00 per 45 members, per month, payable as an annual sum of two thousand eight hundred seven dollars and twenty-eight cents (\$3,780.00 in one installment by the 1<sup>st</sup> of May 2023. If the installment is not paid by the 15<sup>th</sup> of June, 42 CARES may withhold provision of services or may cancel this contract at its option.
- B. If 42 CARES defaults in the performance of this Contract, in addition to any other remedies, the City of Belton may withhold payment(s) until the default is cured.

### **III. Scope of Services.**

42 CARES shall perform the following services for the employee to the degree not inconsistent with the applicable Memorandum of Understanding or Collective Bargaining Agreement, if any, to which such qualified employee is subject (whose employer is identified as the City of Belton Fire Department) and for their immediate families for which services are contracted:

#### **A. Behavioral Health/Employee Assistance Program (EAP)**

- 1. Offer all qualified employees, and their spouses and dependents, professional counseling, assessment, and referral through licensed clinicians. They will be eligible to receive 7 sessions per year.
- 2. Provide 24/7 emergency coverage through an assigned account representative, the EAP Director and other clinicians. 42 CARES shall provide a cellular number for a representative who shall be available in the event of an emergency. Such a representative shall be trained in all aspects of the EAP program components and protocol.
- 3. Deliver support and consultation as needed in the development of an Occupational Stress Program.



4. Assist with facilitation of referral and level of care approval process for qualified employees and their dependents covered by insurance. EAP representatives shall participate in meetings with insurance company representatives as needed to facilitate improved coordination and ease of referral.
5. Assist with delivery of training modules for all qualified personnel as needed to increase participation and ensure adherence to the EAP policy.
6. Provide training module to all new qualified employees and newly promoted managers to stress, dispute management and other behavioral health issues.
7. Provide professional counseling, assessment and referral for those qualified employees who have been mandatorily referred pursuant to a relevant established drug and alcohol misuse testing policy. Such counseling, assessment and referral shall be in a manner consistent with any such policy.

**B. Data Collection and Reporting**

1. 42 CARES shall submit data periodically upon request up to four times per contract term.
2. Individually protected health information will not be in such reports.

**IV. Effective Date and Term of Agreement.** This Contract will become effective upon approval by the City Council and execution by the Mayor. This Contract shall terminate one year from its effective date. The City of Belton is authorized to enter into one amendment to extend the term of this Contract of the same price, terms and conditions.

**V. Indemnification**

- A. For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City of Belton in the enforcement of this indemnity obligation.
  2. 42 CARES' Agents means its officers, employees, consultants, subcontractors, successors, assigns, invitees, and other agents.
  3. The City of Belton means its agents, officials, officers, and employees.

- B. 42 CARES' obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, to the City of Belton shall be limited to the coverage and limits of insurance that 42 CARES is obligated to obtain. 42 CARES shall provide the City with proof of such insurance prior to the effective date of this Contract and thereafter during the term of the Contract on request by the City.
- C. 42 CARES shall defend, indemnify and hold harmless the City of Belton from and against all claims arising out of or resulting from all acts or omissions in connection with the services provided by this Contract, caused in whole or in part by 42 CARES' and its Agents or employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City of Belton. 42 CARES is not obligated under this Section to indemnify the City of Belton for the sole negligence of the City of Belton.
- D. Nothing in this Section shall apply to indemnification for professional negligence.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City of Belton's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**VI. Indemnification for Professional Negligence.** 42 CARES shall indemnify, and hold harmless the City of Belton and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by 42 CARES, its employees, agents, subcontractors, or caused by others for whom 42 CARES is liable, in the performance of professional services under this Contract. 42 CARES is not obligated under this Section to indemnify the City of Belton for the negligent acts of the City of Belton or any of its agencies, officials, officers, or employees.

**VII. Independent Contractor.** 42 CARES is an independent contractor as regards the Scope of Work in this Contract and is not the City of Belton's agent or employee. 42 CARES has no authority to take any action or execute any documents on behalf of the City of Belton in connection with such Scope of Work.

**VIII. Insurance.**

- A. 42 CARES shall procure and maintain, in effect throughout the duration of this Contract, insurance coverage not less than the types and amounts specified in this Section. Policies containing a Self-Insured Retention are unacceptable to the City of Belton unless the City of Belton approves in writing the Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
  - a. Severability of Interests Coverage applying to Additional Insureds.
  - b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
  - c. No Contractual Liability Limitation Endorsement.
2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of \$100,000 per accident with limits of \$500,000 disease-policy limit and \$100,000 disease-each employee.
3. Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
4. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
5. 42 CARES' failure to maintain the required insurance coverage will not relieve 42 CARES of its contractual obligation to indemnify the City of Belton pursuant to the above Sections. If the coverage afforded is cancelled or changed or its renewal is refused, 42 CARES shall give at least thirty (30) days prior written notice to the City of Belton. In the event of 42 CARES' failure to maintain the required insurance in effect, the City of Belton may upon ten (10) days' notice and with an opportunity to cure within that period, pursue its remedies for breach of this Contract as provided for herein.
6. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City of Belton's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**IX. Governing Law.** The provisions of this Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties hereto submit to the jurisdiction of the 17<sup>th</sup> Judicial Circuit Court located in Cass County, and the United States District Court for the Western District of Missouri, located in Kansas City, Jackson County, Missouri, waive any and all objections to jurisdiction and venue; and will not raise

forum non conveniens as an objection to the location of any litigation.

- X. Compliance with Laws.** 42 CARES shall comply with all federal, state, and local laws, ordinances and regulations applicable to the Scope of Services of this Contract.
- XI. Termination.** The City of Belton may, at any time upon ten (10) days' notice to 42 CARES specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by the City of Belton, it shall be liable only for payment for services rendered before the effective date of termination.
- XII. Default and Remedies.** If 42 CARES shall be in default or breach of any provision of this Contract, the City of Belton may terminate this contract, suspend the City of Belton's performance, withhold payment, or invoke any other legal or equitable remedy after giving 42 CARES notice and opportunity to correct such default or breach.
- XIII. Waiver.**

  - A. Waiver by the City of Belton of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City of Belton and forbearance or indulgence by the City of Belton in any regard whatsoever shall not constitute a waiver of same to be performed by 42 CARES to which the same may apply and, until complete performance by 42 CARES of the term, covenant or condition, the City of Belton shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.
  - B. Waiver by 42 CARES of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the 42 CARES and forbearance or indulgence by 42 CARES in any regard whatsoever shall not constitute a waiver of same to be performed by the City of Belton to which the same may apply and, until complete performance by the City of Belton of the term, covenant or condition, 42 CARES shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.
- XIV. Modification.** Unless stated otherwise in this Contract, no provision may be waived, modified, or amended except in writing signed by the parties.
- XV. Severability of Provisions.** Except as specifically provided in this Contract, all

of the provisions shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds 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 to this Contract 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.

**XVI. Records.**

- A. For purposes of this Section "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all amendments and renewals, but excludes, consistent with the Health Insurance Portability and Accountability Act, 45 CFR Part 160 and Subparts A and E of Part 164, medical records of the individual member who receives services from 42 CARES.
- B. 42 CARES shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all extensions. Subject to applicable state and federal law, the City of Chillicothe shall have a right to examine or audit all Records and 42 CARES shall provide access to the City of Belton of all Records upon ten (10) days written notice from the City of Belton.
- C. The books, documents, and records of 42 CARES in connection with this Contract shall be made available to the City of Belton within ten (10) days after the written request is made.

**XVII. Assignability.** 42 CARES shall not assign or transfer any part or all of its obligation or interest in this Contract without prior written approval of the City of Belton. If 42 CARES shall assign or transfer any of its obligations or interests under this Contract without the City of Belton City's prior written approval, it shall constitute a material breach of such Contract. This provision shall not prohibit 42 CARES from subcontracting as otherwise provided for herein.

**XVIII. Subcontracting.** 42 CARES may subcontract any part or all of its obligations or interests in this Contract. The utilization of subcontractors shall not relieve 42 CARES of any of its responsibilities under this Contract, and 42 CARES shall remain responsible to the City of Belton for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. The City of Belton shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. 42 CARES shall include in any subcontract a requirement that the subcontractor comply with all requirements

of this Contract in performing 42 CARE's services hereunder.

**XIX. Notices.** All notices required by this Contract shall be in writing to the following:

The City of Belton  
Attn. Human Resources  
Andrea Cunningham, MRCC  
Belton City Hall  
506 Main Street  
Belton, MO 64012  
Phone: 816-331-4331  
Email: acunningham@belton.org

**42 CARES:**

Daniel Heizman President  
International Association of Fire Fighters, Local No. 42  
6320 Manchester Avenue, Suite 42A  
Kansas City, Missouri 64133  
Phone (816) 783-5444  
Facsimile (816) 358-8383  
dheizman@iaff42.org

All notices are effective when delivered in person; or upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail; or upon receipt after dispatch by registered or certified mail, postage prepaid; or on the next business day if transmitted by overnight courier (with confirmation of delivery); or three business days after the date of mailing, whichever is earlier.

**XX. Necessary Approval.** This Contract shall only be executed and shall only become effective following the passage of an ordinance, resolution, or other official act by the governing authority of the City of Belton which authorizes such Contract.

**XXI.** The Memoranda of Understanding and Collective Bargaining Agreements, if any, which affect the rights of the employees for which services are contemplated, are marked as Attachments for reference to this Agreement.

Effective the date(s) set forth below.

City Of Belton, Missouri

42 C.A.R.E.S., INC.



By: \_\_\_\_\_  
Norman Larkey, Mayor

By: \_\_\_\_\_  
Daniel Heizman, President

Attest: \_\_\_\_\_  
Andrea Cunningham, MRCC, City Clerk

Signed on \_\_\_\_\_, 2023

Signed on \_\_\_\_\_, 2023

**R2023-63**

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

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

**WHEREAS**, the OATS, Inc. cost of the services charged to the city is thirty-six dollars (\$36) per hour with a yearly cost estimated at \$30,500 (based on FY23) for supporting ridership to and from the Senior Center; and

**WHEREAS**, under the site transportation component of the MARC grant, the city would receive reimbursement from MARC for a portion of the OATS, Inc. transportation costs; and

**WHEREAS**, the city has determined that it is in the best interest of the citizens to partner with OATS, Inc. with assistance from MARC to provide limited round-trip daily transportation for senior citizens in our community to the Belton Senior Center.

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

- Section 1.** That the OATS, Inc. Agreement for Services to support site transportation herein attached and incorporated as **Exhibit A** is hereby approved.
- Section 2.** That the City Manager is authorized to execute the Agreement on behalf of the City.
- Section 3.** This resolution shall take effect and be in full force 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

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



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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2023 by the following vote, to-wit:

AYES:            COUNCILMEMBER:

NOES:            COUNCILMEMBER:

ABSENT:          COUNCILMEMBER:

---

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



## MEMO

**Title:** Oats daily transportation to the Belton Senior Center  
**Agenda Date:** May 30, 2023  
**Presented by:** Andrea Cunningham, City Clerk

---

For many years, the city has partnered with Oats to provide daily transportation for area senior citizens to the Belton Senior Center at no cost to the participant. Each day, between 6-12 participants ride the bus to the Center.

This agreement is for July 1, 2023 – June 30, 2024. The cost is estimated at \$30,500. The cost has increased slightly from the previous contract period. These services are reflected in the FY24 Senior Center contractual account.

Each year, the city receives grant money from MARC for daily transportation services to and from the Center. The grant money helps offset approximately half the cost of the services.

Staff recommends approval of this agreement to continue providing this vital service to our community.



"Enhancing quality of life by providing safe, caring & reliable transportation services."

---

**West Regional Office**

2109 Plaza Drive, Harrisonville, MO 64701-1265  
Telephone: (816)380-7433 Fax: (816)380-7725

May 9, 2023

Dear Valued Customer:

Attached is the new Agreement for Services effective July 1, 2023.

Like everyone in our industry, OATS Transit has seen ever-increasing costs for operating our vehicles that have affected the cost of providing service to our clients.

This along with general inflation, rising cost in gasoline, vehicle maintenance costs and labor costs has necessitated the need to increase rates.

The increase helps us ensure our commitment to providing the very best service to our clients. If you have any questions about the above changes, please contact me at [sara.davis@oatstransit.org](mailto:sara.davis@oatstransit.org) or 816-380-7433 ext 7001.

Sincerely,

Sara A. Davis  
OATS West Region Director

---

**Headquarters**

2501 Maguire Boulevard, Suite 101, Columbia, MO 65201-8252 Telephone: (573)443-4516 [www.oatstransit.org](http://www.oatstransit.org)

**Regional Offices in Missouri**

Bridgeton Columbia Harrisonville Macor<sub>259</sub> Saint Joseph Sedalia Springfield Union



## Agreement for Services

G-

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

### **The Contracting Party and OATS Transit hereby agree as follows:**

1. This Agreement becomes effective on **July 1, 2023** and terminates on **June 30, 2024**.
2. OATS Transit agrees to transport the Contracting Party to and from **Belton Senior Center** for the purpose of **Site Transportation**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.
3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of **\$36.00 per hour**. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.
4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation) **\$30,500 based on FY23**.
5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through the appropriate OATS Transit regional office.
6. Unless otherwise noted in item 9 below, OATS Transit service will not be provided on the following paid holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; the Day After Thanksgiving; and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.
7. In cases of inclement weather OATS Transit’s general policy is to use the school bus closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.
8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
9. Special conditions which apply to this Agreement are as follows (*specify “none” if none apply*):  
**Riders will be determined by the Senior Center Administrator regarding riders outside the city, that may include Raymore and Peculiar. OATS will require a 48 hour advance notice to add a new rider. Rider list will be emailed to the OATS office no later than 1:00 pm the day before. No same day add ons will be allowed. Every effort will be made to deliver riders to the center by 9:20 am, but no later than 10:00 am depending on number of riders. Riders will be picked up to go home at 12:45 pm.**  
**The maximum number of riders per day is 12.**

**Contracting Party**

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

Date: \_\_\_\_\_

Special Billing #: 7029

Check one:  Rural  
 Urban

**OATS, Inc.**

By: Dorothy Yeager  
Dorothy Yeager, Executive Director

Date: 5-8-23 Regional Director Initials: AD

**Charter:** Does this service support OATS program purposes?

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

**R2023-64**

**A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE OFFICE LEASE, DATED JANUARY 25, 2022, BETWEEN THE CITY OF BELTON, MISSOURI AND NP SOUTHVIEW INDUSTRIAL 4, LLC.; AMENDING THE SQUARE FOOTAGE OF THE TRAINING & TECHNICAL CENTER OF CASS COUNTY TO 3,428 SQUARE FEET.**

**WHEREAS**, the City of Belton, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“RSMo,” collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in Section 100.010 RSMo and as described in Article VI, Section 27(b) of the Missouri Constitution) and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

**WHEREAS**, a Plan for an Industrial Development Project and Cost-Benefit Analysis for NorthPoint Development, LLC (the “Plan”) was prepared and distributed to the affected taxing jurisdictions along with notice of a public hearing to be held by the City on March 30, 2021 related to the construction of an approximately 501,000 square-foot Class A industrial distribution warehouse and commercial facility located generally along Interstate 49 and East 155<sup>th</sup> Street (the “Project”) in the City; and

**WHEREAS**, pursuant to the foregoing, the City entered into the a Development and Performance Agreement (the “Agreement”) with NorthPoint Development, LLC (the “Company”) to address (1) the transfer to the City by the Company of the certain real estate related to the Project, (2) the design and construction of the Project, (3) development incentives for the Project, and (4) the inclusion of at least 2,500 square feet of space for a learning and career development center; and

**WHEREAS**, pursuant to Resolution 2022-07, the City Council approved an Office Lease dated as of January 25, 2022 (the “Office Lease”), between the City and NP Southview Industrial 4, LLC (the “Landlord”) related to the learning and career development center; and

**WHEREAS**, pursuant to Resolution 2022-77, the City Council approved a First Amendment to Office Lease dated as of June 28, 2022 (the “First Amendment”), between the City and Landlord related to the target commencement date; and

**WHEREAS**, pursuant to Resolution 2022-81, the City Council approved a Second Amendment to Office Lease dated as of July 12, 2022 (the “Second Amendment”), between the City and Landlord related amending Section 20 of the Office Lease related to a waiver of claims and subrogation; and

**WHEREAS**, the City and the Landlord now desire to enter into a Third Amendment to the Office Lease (the “Third Amendment”) amending the square footage of the Training & Technical Center of Cass County to 3,428 sq. ft.; and

**WHEREAS**, the City Council further finds and determines that it is necessary and desirable approve the Amendment and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

**SECTION 1.** That the Third Amendment to the Office Lease by and between the City and Landlord, in substantially the form attached hereto as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City.

**SECTION 2.** The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**SECTION 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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





## MEMO

**Title: Training & Technical Center Lease – 3rd Amendment**

**Agenda Date: May 30, 2023**

**Presented by: Matt Wright, Director of Planning & Building**

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The current lease between the City of Belton and NP Southview Industrial 4, LLC, is requested to be amended (third amendment) to update the premises for the Cass County Training & Technical Center, including square footage of the office space (3,428-sf.) and designated parking spaces (15 spaces adjacent to the building entrance). This amendment does not modify any other components of the lease. There are no financial impacts created by this amendment.

### THIRD AMENDMENT TO OFFICE LEASE

THIS THIRD AMENDMENT TO OFFICE LEASE (this “**Amendment**”) is entered into this \_\_\_\_ day of May, 2023, by and between NP Southview Industrial 4, LLC, a Delaware limited liability company (“**Landlord**”), and City of Belton, Missouri, a constitutional charter city duly organized under the laws of the State of Missouri (“**Tenant**”).

#### RECITALS

WHEREAS, Landlord and Tenant entered into that certain Industrial Lease, dated January 25, 2022, as the same was amended by that certain First Amendment to Office Lease, dated June 28, 2022, and as the same was further amended by that certain Second Amendment to Office Lease, dated July 12, 2022 (as amended, the “**Lease**”), pursuant to which Landlord agreed to lease to Tenant space in that certain building located at 6107 E. 155th Street, Belton, Missouri 64012, as the same is more particularly described in the Lease;

WHEREAS, Landlord and Tenant desire to enter into this Amendment for the purposes set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between Landlord and Tenant as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Lease.

2. Premises. Landlord and Tenant agree that the first sentence of Section 1 of the Lease is deleted in its entirety and replaced with the following:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises (the “Premises”) shown on the floor plan attached hereto as Exhibit A-1 (the “Floor Plan”), which Premises will contain approximately three thousand four hundred twenty-eight (3,428) rentable square feet and is a part of that certain building containing approximately five hundred one thousand two hundred ninety (501,290) rentable square feet (the “Building”) located on the real property described on Exhibit A-2 attached hereto (the “Land”), having an address of 6107 E. 155th Street, Belton, Missouri 64012.

3. Parking. Landlord and Tenant agree that the first sentence of Section 9.b. of the Lease is deleted in its entirety and replaced with the following:

Tenant may park in Common Areas with other tenants of Landlord, and Tenant shall have exclusive use of fifteen (15) car parking spaces as shown on Exhibit A-1.

4. Premises Floor Plan. Landlord and Tenant agree that Exhibit A-1 to the Lease is deleted in its entirety and replaced with Exhibit A-1 hereto.

5. Amendment Controls; Ratification and Affirmation. In the event that the terms of this Amendment and the Lease are held to be inconsistent, the terms of this Amendment shall control. The parties each agree and warrant that, in all other respects, the Lease is unmodified, in full force and effect, and each party hereby ratifies and affirms the Lease and any terms contained therein not otherwise modified by this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Tenant has executed this Amendment as of the date first written above.

**City of Belton, Missouri**, a constitutional charter city duly organized under the laws of the State of Missouri

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

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

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

IN WITNESS WHEREOF, Landlord has executed this Amendment as of the date first written above.

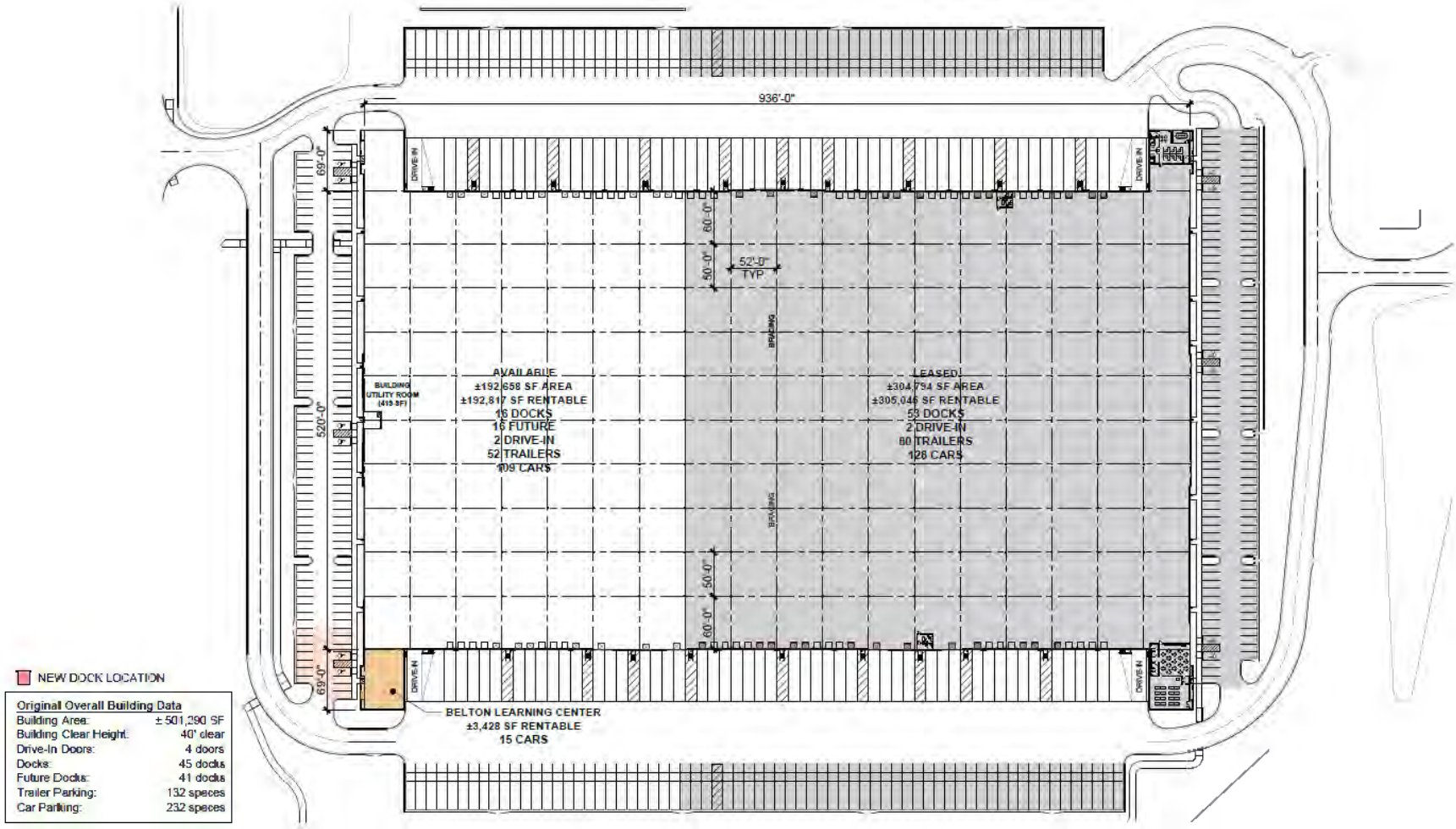
**LANDLORD:**

**NP Southview Industrial 4, LLC**, a Delaware limited liability company

By: Key Logistics Holdco, LLC, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn, Authorized Signatory

## EXHIBIT A-1: PREMISES FLOOR PLAN



**MEMORANDUM OF UNDERSTANDING FOR TRANSFER SERVICES  
BETWEEN  
COMPASS HEALTH NETWORK  
AND  
BELTON POLICE DEPARTMENT**

**I. PARTIES**

Compass Health Network  
1800 Community Dr.  
Clinton, MO 64735  
844.853.8937

Belton Police Department  
7001 E 163<sup>rd</sup> Street  
Belton, MO 64012  
(816) 331-5522

**II. RECITALS**

WHEREAS, the Belton Police Department, organized under the Missouri Department of Public Safety, operates to maintain and manage the business, property, safety and affairs of the City of Belton.

WHEREAS, Compass Health Network a nonprofit health organization, operates as a co-responder to law enforcement in the [Belton](#) community to assist with those experiencing behavioral health crisis or presenting with behavioral health needs and

WHEREAS, Compass Health Network adheres to the 537.037 emergency care, no civil liability exceptions (good Samaritan law) and meets qualification as a mental health professional within this legislation.

WHEREFORE, the parties have entered into this Memorandum of Understanding (“MOU”) in order to better fulfill their respective duties to assist those experiencing behavioral health crisis or having behavioral health needs. Each party to this memorandum is a separate and independent organization and nothing herein shall be constructed to create a joint venture or legal partnership. Each organization shall retain its own identity in providing services.

**III. INFORMATION SHARING AND BELTON POLICE DEPARTMENT OBLIGATIONS**

- A. The Belton Police Department will allow for mental health professionals to participate in real time response to calls received from dispatch.
- B. The Belton Police Department will provide documentation to Compass Health Network of the number of calls mental health professionals engage in as a Behavioral Health Co-Responder on a quarterly basis.

- C. The Belton Police Department will share relevant data with Compass Health Network to ensure best allocation of time for mental health professional engaging in the co-responder role.
- D. The Belton Police Department will provide access to appropriate internal systems to allow for collaboration and quality of care to consumers engaged in the community.
- E. The Belton Police Department will allow utilization of a two-way radio to ensure real time communication with police and dispatch.
- F. The Belton Police Department will allow onsite shadowing and education to ensure ability of mental health professionals in the Behavioral Health Co-Responder role to be able to appropriately utilize a two-way radio, online systems, and appropriate safety precautions when co-responding in the community.
- G. The Belton Police Department will share consumer information to allow for appropriate level of care.

#### IV. SERVICES PROVIDED BY COMPASS HEALTH NETWORK IN COLLABORATION WITH BELTON POLICE DEPARTMENT

- A. Compass Health Network can provide a presentation to Belton Police Department staff, as requested and with schedule availability of Compass Health.
- B. Compass Health will provide the mental health professionals employed as well as what the required training is to be a Behavioral Health Co-Responder.
- C. Compass Health will provide the Belton Police Department with a quarterly report on how many calls per month a co-responder is present.
- D. Compass Health when there is determined to be an imminent risk of bodily harm to themselves or others will remove themselves from the situation in accordance with direction provided by officers present and/or dispatch.
- E. Compass Health in collaboration with the Belton Police Department will ensure appropriate safety training and education is provided to mental health professionals in the Behavioral Health Co-Responder role. Mental health professionals will not engage in physical restraints or hands on safety measures.
- F. [Compass Health will ensure the Behavioral Health Co-Responder provides support only in the Belton Missouri community, as has been agreed upon by Compass Health, Belton Police Department, and Belton City Council.](#)
- G. Compass Health will share consumer information, including but not limited outcomes of consumer engagement and relevant clinical information.

#### V. EFFECTIVE DATE, TERM AND TERMINATION NOTICE PROCEDURES

The effective date of this MOU shall be on the date of execution as indicated in “VI. EXECUTION” below. Thereafter, the term of this MOU shall continue a yearly basis, beginning from the identified date of execution of each year. This MOU shall automatically renew annually unless terminated by either party. A meeting to evaluate practices and processes will take place at least annually to determine if changes to the MOU need to be made. This MOU may be terminated by either party with or without cause. Either party may terminate this MOU with or



without cause upon providing sixty (60) days advanced written notice to the other party at the address set forth herein. In addition, this MOU may be changed and modified if amendments are agreeable to both Compass Health and the Belton Police Department, are made in writing, and are signed by both parties.

VI. EXECUTION

In witness thereof, the parties have executed this MOU on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

FOR COMPASS HEALTH NETWORK:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

FOR BELTON POLICE DEPARTMENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



Application

152996 - 2022/2023 Crisis Intervention Program Grant (CIPG) - Final Application

154242 - Belton Police Department 2023 CIPG
State Crisis Intervention Program (SCIP)

Status: Editing Submitted Date: Submitted By:

Applicant Information

Primary Contact:

Name: Mrs Crystal Beal
Job Title: Victim Advocate
Email: cbeal@beltonpd.org
Mailing Address: 7001 E 163rd Street
Street Address 1:
Street Address 2:
Phone: 816-348-4434

Organization Information

Applicant Agency: Belton, Police Department
Organization Type: Government
Federal Tax ID#: 446000137
DUNS #: 787092071
Unique Entity ID: VJDFTGJ9FLM4
SAM/CCR CAGE Code: 1UFE3
Organization Website: victim-services@beltonpd.org
Mailing Address: 7001 E 163rd St
City: Belton Missouri 64012 4614
County: Cass
Congressional District: 05
Phone: 816-348-4430
Fax: 816-348-4455

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:
- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts
- If the applicant agency is under the supervision of a board, the Board Chair or Board President shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official

\*\*THIS IS NOT AN ALL-INCLUSIVE LIST. IF YOUR AGENCY DOES NOT FALL INTO ONE OF THE CATEGORIES LISTED ABOVE 274

OR YOU ARE UNSURE OF WHO THE AUTHORIZED OFFICIAL SHOULD BE FOR YOUR AGENCY, PLEASE CONTACT THE MISSOURI OFFICE OF HOMELAND SECURITY DPS GRANTS AT (573) 751-5289\*\*

**Authorized Official:\*** Mr Joe Warren  
Title (Mr.Ms.etc) First Name Last Name  
**Job Title:\*** City Manager  
**Agency:\*** City of Belton  
**Mailing Address:\*** 506 Main Street  
**Street Address 1:**  
**Street Address 2:**  
**\*** Belton Missouri 64012  
City State Zip Code  
**Email:\*** jwarren@belton.org  
**Phone:\*** 816-331-4331  
Office Ext. Cell

**Fax:**

**Applicant Project Director**

**Applicant Project Director:\*** Mr Scott Lyons  
Title (Mr.Ms.etc) First Name Last Name  
**Job Title:\*** Chief of Police  
**Agency:\*** Belton Police Department  
**Mailing Address:\*** 7001 E. 163rd Street  
**Street Address 1:**  
**Street Address 2:**  
**\*** Belton Missouri 64012  
City State Zip Code  
**Email:\*** slyons@beltonpd.org  
**Phone:\*** 816-331-5522  
Office Ext. Cell  
**Fax** 816-348-4455

**Fiscal Officer**

**Fiscal Officer:\*** Ms. Casey Koehn  
Title (Mr.Ms.etc) First Name Last Name  
**Job Title:\*** Finance Director  
**Agency:\*** City of Belton  
**Mailing Address:\*** 506 Main Street  
**Street Address 1:**  
**Street Address 2:**  
**\*** Belton Missouri 64012  
City State Zip Code  
**Email:\*** ckoehn@belton.org  
**Phone:\*** 816-331-4331  
Office Ext. Cell

**Fax**

**Project Contact Person**

**Project Contact Person:** Mr Dan Davis  
Title (Mr.Ms.etc) First Name Last Name  
**Job Title:** Lieutenant  
**Agency:** Belton Police Department  
**Mailing Address:** 7001 E. 163rd Street  
**Street Address 1:**  
**Street Address 2:**  
Belton Missouri 64012  
City State Zip Code

Email: ddavis@beltonpd.org  
 Phone: 816-331-5522  
 Office Ext. Cell  
 Fax:

**Law Enforcement Agency Information**

Row	
Name of the Project Agency (law enforcement department):	Belton Police Department
Originating Agency Identifier (ORI):	MO0190200

**Eligibility Requirements**

- 1. Is the project agency in compliance with Section 590.650 RSMo - Vehicle Stops Reporting?**

Yes  
\* Per Section 590.650 RSMo agencies are required to submit their reports to the Missouri Attorney Generals Office by March 1st of each year. Agencies that submitted by the late submission date of March 15th may be eligible for funding but will not take priority over agencies that submitted on time.
- 2. Is the project agency in compliance with Section 590.700 RSMo? - (Agencies are required to adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2 of Section 590.700 RSMo)**

Yes
- 3. Is the project agency in compliance with Section 43.544 RSMo - (each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository)**

Yes
- 4. Is the project agency in compliance with Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021?**

Yes  
\* For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022
- 5. Is the project agency in compliance with Section 43.505 RSMo Uniform Crime Reporting - Missouri Incident-Based Reporting System MIBRS (each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department and submit any other crime incident information which may be required by the Department of Public Safety)**

Yes  
\* For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022
- 6. Is the project agency in compliance with Section 590.030 RSMo - Rap Back Program Participation (all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs)**

Yes

## Project Description

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### 1. Identify the type of project the funding will support.

Project Type*	Behavioral health deflection for those at risk to themselves or others <small>If you have more than one project, please submit each project on a separate application</small>
Initiative*	Law enforcement-based programs, training, and technology in support of behavioral health deflection for those at risk to themselves or others

## Project Narrative

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### 2. Provide a Project Narrative:

#### Narrative\*

- Summarize the project including the purpose of the project and primary activities

The Belton Police Department is applying for a grant award to create a collaborative program with Compass Health, who is our community mental health provider, to fund a Behavioral Health Co-Responder (BHCR) embedded within the police department exclusively for the City of Belton located within Cass County. The City of Belton has a total population of 23,953 (2020 census) and a total geographic area of 14.31 square miles. The Co-Responder model is a contemporary best practice to ensure more effective use of mental health resources and improve outcomes at the time of crisis for mental health consumers. The Belton Police Department plans to contract with Compass Health to provide a Behavioral Health Co-Responder (BHCR) that will be collocated within the Belton Police Department. This Co-Responder will be able to respond to calls for service, with law enforcement, involving citizens in mental health crisis. The co-Responder will utilize direct intervention skills to facilitate more effective access to mental health resources and assist their families, as well as facilitate a mobile crisis response for police officers.

The Belton Police Department receives calls for service daily to help individuals who are in mental health crisis. During these encounters, police officers must first assess if a crime has or has not occurred. The role of police officer is that of a gate keeper facilitating the entry of individuals into the criminal justice system. This role takes precedence over any other secondary duties and responsibilities. During many calls for service, Police Officers encounter individuals engaged in an incident necessitating the involvement of the law enforcement while the primary issue or underlying issues may be related to a mental health crisis. As a result, the formation of a collaborative process with local mental health provider to provide a Co-Responder will allow for a more effective approach to reducing the unnecessary involvement of law enforcement.

In 2020, the Belton Police Department responded to 3 completed suicides, 34 reports of attempted suicide and 87 reports of a potential suicidal person. In 2021, the Belton Police Department responded to 4 completed suicides, 31 reports of attempted suicide and 103 reports of a potential suicidal person. In 2022, the Belton Police Department responded to 2 completed suicides, 32 reports of attempted suicide and 103 reports of a potential suicidal person. The Belton Police Department has responded to 3 completed suicides, 12 reports of attempted suicide and 28 reports of a potential suicidal person from January 1 through April 7, 2023. On multiple occasions, law enforcement responded to calls from the same consumer multiple times. It is also important to note that these numbers do not include those in mental health crisis that were involved in disturbances, suspicious activity, family problems, etc. Mental health is clearly a growing problem in our community.

The Belton Police Department does have Crisis Intervention Team (CIT) officers; however, CIT training has been strictly voluntary. In the past it has been underdeveloped and under-utilized as merely officer training. Our current Chief, Scott Lyons, has been in law enforcement for 32 years and was among the first CIT coordinators in the greater metropolitan area. He believes the success of the Memphis CIT Program, also known as a Strategic Intercept Model, is its ability as a collaboration between those mentally ill, mental health service providers and law enforcement. When CIT officers encounter situations of persons having suicidal or mental health issues, they complete CIT reports. Those reports are then forwarded to a Community Behavior Health Liaison (CBHL), who is employed by Compass Health, for follow-up by a professional.

In the last three years there were 201 completed CIT reports; in 2020 there were 86 completed CIT reports, in 2021 there were 63 completed CIT reports and in 2022 there were 52 completed CIT reports that were forwarded to the appropriate CBHL. From January 1, 2023 to April 11, 2023 there are 42 completed CIT reports. All of these reports were forwarded to the appropriate CBHL within Compass Health. Feedback on the level of effectiveness is essential to holding mental health service providers and law enforcement accountable for their failures.

In November of 2022, the Belton Municipal Court created a mental health docket. This docket allows for those who have criminal charges pending, but are identified as needing mental health services, to seek and complete those services in lieu of fines and convictions. To make this program

successful, the court works closely with mental health providers, such as Compass Health. Although the municipal court is a separate division, they share a building with the Belton Police Department. The embedded BHCR would greatly benefit this program by having direct knowledge of the mental health consumers and their court cases. Thus, the BHCR would also provide a more effective liaison to the Mental Health Court.

The Belton Police Department has identified two significant barriers to our current process of care of persons with mental health crisis'. The first barrier is to ensure police officers thoroughly understand their role, complete CIT reports when appropriate then facilitate the introduction to mental health resources. The second barrier is effective and timely access to resources for the consumer and their families. The Belton Police Department is addressing the first barrier by creating a CIT coordinator position within the department. This police officer will be responsible for ensuring officers receive appropriate training, attending community meetings as needed and ensuring reports are created when the situation rises to the level of need. They will also be responsible for ensuring CIT reports are forwarded to the appropriate mental health provider, namely Compass Health. Currently, Compass Health provides one Community Mental Health Liaison (CMHL) that covers Cass, Lafayette, and Johnson Counties. Cass County has a total area of 202 miles with a population of 107,824 persons (2020 Census); Lafayette County has a total area of 639 square miles with a population of 32,598 persons (2018 Census) and Johnson County has a total area of 833 square miles with a population of 53,652 persons (2018 census). This current CMHL strategy has many competing priorities in other cities and/or counties. There is a short window of opportunity for effective engagement with consumers and when services are prolonged it affects the momentum of participation either by the consumer and/or their families. Once this window of opportunity closes, it is often difficult to recover. Consumers and their families are more likely to engage themselves in services when intervention is made during the immediate event. Proactive follow-up is even more difficult when the consumer is homeless with no direct line of future communication. The collocation of a Co-Responder employed by Compass Health inside the Belton Police Department, that is dedicated to citizens of Belton, will be a more effective program and greater benefit to law enforcement and consumers, families and law enforcement. Our overall goal is to facilitate access for those in mental health crisis to resources, thus reducing these calls for service.

In 2022, 18%, or 1 in 5, of all Use of Force Incidents involving Belton Police Officers involved a mental health consumer. Police Officers are trained in verbal de-escalation techniques and CIT in hopes of avoiding the need to use force, but they must protect the safety of the consumer, innocent bystanders, and themselves. We anticipate that having a Co-Responder will reduce the need for use of force encounters with mental health consumers. We have identified 5 significant benefits to reducing use of force encounters. The first benefit is that it lessens the risk of injury to the consumer, to the public and to law enforcement officers. The second benefit is that it also increases public trust and legitimacy of the police department in the community. It will be evident to our citizens that the police department is part of the solution and is available when a citizen needs mental health assistance. The Third benefit is that reducing use of force also helps the consumer avoid unnecessary contact with the criminal justice system, such as criminal charges. The fourth benefit is that it will increase the chance of successful outcomes for the mental health consumer, allowing them to solely focus on services and not court dates, jail and fines. The fifth benefit is that it also decreases risk of civil liability for all of those involved.

The CIT program is a collaborative process where community mental health resources and the police department need to keep each other accountable. We would like to strengthen that level of accountability with a cohesive program and collaborative process. The International Chiefs of Police have adopted the "One Mind Campaign" that encourages police departments to implement 3 best practices. These essential practices are:

- Establish a clearly defined and sustainable partnership with one or more community mental health organizations.
- Develop and implement a model policy addressing law enforcement response to individual with mental health conditions.
- Train and certify 100 percent of sworn officers (and selected non-sworn staff) in CIT or mental health first aid. The Community Mental Health Liaison Co-Responder, in partnership with Compass Health will train and certify at least 20 percent of sworn officers in Basic Crisis Intervention Training (CIT) and the remaining 80 percent of non-sworn personnel in Mental Health First Aid (MHFA).

The Belton Police Department is focused on continuing a defined and proactive partnership with Compass Health and implementing policies that would strengthen that relationship and benefit residents of the City of Belton. Both agencies have held informative discussions to create a more intense collaboration regarding the creation of a contract for a Behavioral Health Co-Responder from Compass Health collocated in the Belton Police Department and able to respond alongside law enforcement for citizens with behavioral health needs or presenting in a behavioral health crisis. The Co-Responder will be able to triage at the scene to determine whether the consumer needs to be treated at the Compass Health Crisis Access Point, a local hospital or other mental health resources. They would also be responsible for providing appropriate follow-up support for these

individuals to ensure access to needed services is obtained. The Co-Responder is a part of a person-centered integration team and works with local systems to coordinate care.

A qualified person applying for the Co-Responder would need to possess a bachelor's degree (Masters degree in a human service field preferred), Be a Licensed Professional Counselor (Licensed Master Social Worker preferred) and have a minimum of one year of work experience in the courts, police and/or human service field. The essential duties of the BHCR would be as follows:

- to participate in the Belton Police Department Crisis Intervention Team to assist law enforcement in dealing with individuals with behavioral health needs.
- to collaborate with local behavioral health providers and entities in the community
- to coordinate with the Belton Municipal Mental Health Court to assist individuals with behavioral health needs
- to provide or coordinate training and consultation on behavioral health issues for the Belton Police Department
- to assist law enforcement in assessing individuals with behavioral health needs and support with de-escalation as appropriate.
- to support or facilitate support for individuals with behavioral health needs with accessing needed resources and services.
- to assist law enforcement with navigating the inpatient hospitalization process, including filing petitions for involuntary detention with the probate court for those individuals who present a likelihood of serious harm due to a mental disorder.
- to support law enforcement with accessing behavioral health resources as needed and participate in critical incident de-briefs as appropriate
- to complete all mandatory documentation
- to act as a member of the multi-disciplinary team.

The Belton Police Department plans to integrate the Co-Responder into the newly created Community Engagement Unit, which also consists of a Houselessness Coordinator and Crime Victim Advocates. This unit provides daily access and interaction with law enforcement officers. All persons in this unit are also available to members of the public who are not seeking any services from law enforcement. Members of the public can reach the BHCR by coming to the Belton Police Department, by phone or by email. A person from the Community Engagement Unit will be available to law enforcement 24/7 via a rotating on-call schedule.

We anticipate being able to finalize and implement the Behavioral Health Co-Responder Program as soon as funds are made available, with a projected start date of June 1, 2023.

The Belton Police Department believes that embedding a Co-Responder, provided by Compass Health Network, is a contemporary best practice. Both agencies have proposed a memorandum of understanding in order to better fulfill their respective duties to assist those experiencing behavioral health crisis or having behavioral health needs. This new program will allow the police department to better use and deploy police resources and allow Compass Health immediate access to those in crisis. The common goal of both agencies is to meet the needs of mental health consumers in an effective and timely manner, ultimately reducing the number of calls for service for the police department.

**3. Is this a new project, or an expansion to an existing project?**

\* New

**4. If the project is an expansion, describe any current activities your agency is already performing and how this funding will be used to coordinate and supplement those activities.**

**5. Identify the service area for the project including both the location area and the population(s) that will benefit from the project.**

Citizens of Belton, Missouri will benefit from this project. The 2020 Census found that Belton, Missouri has 23,953 citizens.

Goals 1	
Goal Number*	1
Goal Description*	The Behavior Health Co-Responder (BHCR) will provide crisis intervention, information and referrals to mental health consumers, who repeatedly engage in police services, in hopes of re-directing them to appropriate services, reducing calls for law enforcement and impacting their involvement with the criminal justice system.
Goals 2	
Goal Number*	2
Goal Description*	The BHCR, with support and resources from Compass Health, will facilitate police officers and other staff attending Basis Crisis Intervention Training and/or Mental Health First Aid
Goals 3	
Goal Number*	3
Goal Description*	The BHCR will attend relevant community meetings such as Mid America Crisis Intervention Team, Department CIT meetings, and monthly meetings with community partners/local resources. The BHCR will provide law enforcement, court personnel and citizens with information on outcomes from those meetings.

## Objectives

Objectives 1	
Select the goal for which this objective relates*	1
Objective:*	75% of persons in mental health crisis will receive on scene or follow up information regarding local resources from a BHCR
How will this objective be measured?*	Measured by the number of calls for service to assist with mental health consumers vs number of calls BHCR assists with
Objectives 2	
Select the goal for which this objective relates*	1
Objective:*	Reduce the number of law enforcement calls for service from mental health consumers, who have previously been chronic callers, by 20% by connecting them to more appropriate resources.
How will this objective be measured?*	Measured by tracking chronic CIT callers and reducing the number by 20%
Objectives 3	
Select the goal for which this objective relates*	2
Objective:*	The BHCR, in partnership with Compass Health, will train and certify at least 20 percent of the sworn officers in Basic Crisis Intervention Training (CIT) by June of 2024.
How will this objective be measured?*	Measured by number of sworn staff vs number of trained sworn staff
Objectives 4	
Select the goal for which this objective relates*	2
Objective:*	The BHCR, in partnership with Compass Health, will train and certify at least 80% of non-sworn police personnel in Mental Health First Aid (MHFA) by June of 2024.
How will this objective be measured?*	Measured by number of non sworn staff vs number of trained non sworn staff
Objectives 5	
Select the goal for which this objective relates*	3
Objective:*	75% of community partners will say that they understand the BHCR program, how to utilize it and where to go to obtain assistance.
How will this objective be measured?*	Measured by a yearly survey sent to community partners
Objectives 6	
Select the goal for which this objective relates*	3
Objective:*	95% of Belton Police Department Employees and Court employees will say that understand the BHCR program, how to utilize it and where to go to obtain assistance.
How will this objective be measured?*	Measured by a quarterly meeting with command staff to discuss progress

## Risk Assessment Information



**8. Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during the agency's last fiscal year?:**

If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the DPS within nine (9) months after the end of the audited fiscal year.\*

No

**9. Date last audit completed: MM/DD/YYYY**

If an agency has never had an audit, please enter the date of their last annual financial statement.\*

09/28/2021

**10. By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Attachments section of this application:**

\* Yes

**11. Does the applicant agency have new personnel that will be working on this award? (fiscal/management staff)**

This is referring to fiscal/management staff new personnel is defined as working with this type of grant award for less than 12 months.\*

No

**11.a If you answered yes to Question 11, please list the name(s) of new personnel and their title(s)**

**12. Does the applicant agency have a new fiscal or time accounting system that will be used on this award?:**

New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.\*

No

**13. Does the applicant agency receive any direct Federal awards?:**

Direct awards are grants that you receive by applying directly to the federal government, and there is no intermediary agency such as Missouri DPS.\*

No

**13.a If you answered yes to Question 13, please list the direct Federal awards the agency receives.**

**14. Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?:**

\* No

**14.a If you answered yes to Question 14, please list the direct awards that were monitored and indicate if there were any findings or recommendations.**

**15. Authorized Official**

**\*\*\*The correct Authorized Official must be the signatory on this application for the application to be eligible for funding, please see list below.\*\*\***

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official. (The Police Chief is NOT the Authorized Official)

If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official. (The Sheriff or Police Chief are not the Authorized Official)

If the applicant agency is a college/university, the College/University President (or Campus Chancellor, if applicable) shall be the Authorized Official.

**If the authorized official has a different title, than those listed above, official documentation naming that position as the authorized official for your agency must be included in the application attachments or your application will not be considered for funding.**

**\*\*IF YOU ARE UNABLE TO DETERMINE THE CORRECT AUTHORIZED OFFICIAL FOR YOUR AGENCY, OR THEY ARE DIFFERENT FROM WHAT IS LISTED ABOVE PLEASE CONTACT OUR OFFICE AT (573)751-5289, OR (573)522-4094**

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2022-2023 SCIP Certified Assurances

I (The Authorized Official) have read and agree to the terms and conditions of the grant. I am aware that failure to comply with any of the Certified Assurances will result in my agency being ineligible for funding.

Name and title of the Authorized Official Joe Warren

Date 04/14/2023

Name and Title of Person Completing the Application: Lieutenant Dan Davis, Belton Police Department

**Radio Interoperability**

Refer to the Radio Interoperability Guidelines for reference to a list of radios certified as meeting the P25 standard by the Missouri Department of Public Safety, and certified to operate on the MOSWIN by the manufacturer.

1. Are you applying for interoperable communications equipment? No

**Budget**

Budget Category:	Line Name:	Description:	Amount of Grant Funds Requested:
8. Contractual	Contract with Compass Health for Co Responder	1 Co Responder Salary	\$64,616.00
8. Contractual	Contract with Compass Health for Co Responder Fringe Benefits	Fringe Benefits	\$15,500.00
			<b>\$80,116.00</b>
			<b>\$80,116.00</b>

**Budget Justification**

**Budget Justification\***

(For each budget line requested please provide a separate justification.)

The Justification for each budget line should include the following:

1. Justify why each requested budget line is necessary for the success of the proposed project.
2. Cost Basis for the budget line request. (i.e. quotes, estimated by prior experience)

Specific information for budget lines in these categories should also include:

**Personnel and Overtime Personnel** - Is this a new position created for this project or an existing position? What percentage of the employee's time will be spent on the project? Description of job responsibilities the individual will be expected to perform for this project/program.

**Benefit and Overtime Benefits** - List which benefits are included and the rate/cost of each benefit.

**Training** - List each training separately in the budget and in the justification provide: the purpose of the training; the estimated dates of the training; who will be attending; or if providing a training the estimated number of attendees; and the cost breakdown for the training (registration, hotel, per diem, etc.)

**Travel** - If travel is requested separate from training provide: the purpose of the travel; who will be travelling; estimated dates or time period; and cost breakdown (mileage, rental car, per diem, etc.)

**Equipment** - In justification please include: is the equipment new or a replacement; who will be using the equipment and for what purpose; where the equipment will be housed; and is there a plan to pay for the ongoing equipment maintenance .

**Contractual** – Provide what services will be provided by the contractor, and the dates of service for any contracts or contracted services.

The Belton Police Department is asking to contract with Compass Health Network for a full time Behavioral Health Co-Responder (BHCR) who is embedded within the Belton Police Department. The qualifications for a person applying for the BHCR are as follows: possess a Bachelor’s degree (Masters degree in a human service field preferred), be a Licensed Professional Counselor (Licensed Master Social Worker preferred) and have a minimum of one year of work experience in the courts, police and/or human service field. The BHCR would be responsible for the daily operations of the position as well as providing direct services to mental health consumers. Examples of tasks would be to coordinate trainings for law enforcement, maintain and report contacts and statistics, attend meetings with other community mental health resources, respond to calls for service with law enforcement, coordinate services with the Belton Municipal Mental Health Court, assisting mental health consumers in accessing resources and services, assisting law enforcement with navigating the inpatient hospitalization process and providing information and resources to the public.

The Belton Police Department is asking for funds to contract with Compass Health Network for the salary of the Behavioral Health Co Responder position, who will work 40 hours per week at an hourly rate of \$28.85 for a total of \$4616.00 per month or \$60,000.00 per year. The BHCR will focus on the goals and objectives of this grant 100% of their time.

The Belton Police Department is also asking for funds to compensate the BHCR’s fringe benefits at the following rates: FICA at 7.65% for a total of \$382.50 per month or \$4,590.00 per year, 401K at 6% for a total of \$300.00 per month or \$3,600.00 per year, Workers Compensation at 1.35% for a total of \$67.50 per month or \$810.00 per year, Health Insurance at 9% for a total of \$450.00 per month or \$5400.00 per year and Life Insurance/Disability at 1% for a total of \$50.00 per month or \$600.00 per year for a total cost of \$15,000.

The total amount of funds the Belton Police Department is requesting is \$80,116.00 from June 1, 2023 to July 31, 2024. This amount is the monthly salary of \$4616.00 plus the monthly fringe benefits of \$500.00 for 13 months.

The Belton Police Department will be providing in-kind contributions for the BHCR in the amount of \$34,954.00 by providing an office space with desk (\$8,700.00), general office supplies (\$1,200.00), laptop computer, monitor and accessories (\$2,200.00) portable radio (\$4,000.00), official identification (\$10.00), special apparel (\$100.00) and a designated vehicle including gas and car insurance (\$18,744.00).

Grant funds will not supplant any funds currently budgeted for the City of Belton. No Belton general fund monies will be replaced by the grant as this grant creates a new position within the Belton Police Department. Without this grant, the Belton Police Department would not be able to fund this position.

**Total Budget**

**Total Budget:** \$80,116.00

**Attachments**

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Audit	03-31-21 Audited Financial Statements for ACFR Submission.pdf	pdf	2.5 MB
If the project is multi-jurisdictional please include copies of MOU/MOA's	Proposed MOU between Belton PD and Compass Health Network. A meeting is scheduled to finalize this document after the deadline for this grant. An updated copy will be provided if grant is awarded.	MOU Belton PD.doc	doc	42 KB
Other Supporting Documentation (Quotes/cost basis, policies)	Proposed Job Duties of Behavior Health Co Responder	Behavioral Health Co-Responder.docm	docm	135 KB
Other Supporting Documentation (Quotes/cost basis, policies)				
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Other Supporting Documentation (Quotes/cost basis, policies)				
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