



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 27, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN TRUTZEL
- III. ROLL CALL
- IV. CONSENT AGENDA

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

- A. Motion approving the minutes of the September 13, 2016, City Council regular meeting and the September 20, 2016, City Council special meeting.

Page 5

- B. Motion approving the purchase of a 2017 Harley Davidson Road King motorcycle from Gail’s Harley Davidson in the amount of \$16,3559.90 for the police department.

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- C. Motion approving the purchase of two 2017 Ford Police Interceptor sedans for \$25,564 each and two 2015 Ford Police Interceptor Utility Vehicles for \$27,909 each from Dick Smith Ford for the police department.

This purchase is within budget.

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- V. PERSONAL APPEARANCES
 - A. Proclamation for Sally Smith
 - B. Presentation by Compass Health Network – Cass Pointe Apartments

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VI. ORDINANCES

- A. Motion approving both readings of Bill No. 2016-101:

AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN
AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL
YEAR 2016.

Paperwork attached

Page 56 ☐ Pass ☐ Fail

- B. Motion approving both readings of Bill No. 2016-102:

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO
APPROVE THE MAINTENANCE AND SERVICE AGREEMENT WITH
STRYKER CORPORATION TO PROVIDE MAINTENANCE AND SERVICE TO
THE DEPARTMENT'S POWER LOAD SYSTEMS, POWER COTS, AND STAIR
CHAIRS.

Paperwork attached

Page 68 ☐ Pass ☐ Fail

VII. RESOLUTIONS

- A. Motion approving Resolution 2016-35:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE AND CITY
MANAGER TO APPLY TO THE MISSOURI DEPARTMENT OF PUBLIC
SAFETY TO PARTICIPATE IN THE LAW ENFORCEMENT SUPPORT OFFICE
(LESO) PROGRAM.

Paperwork attached

Page 80 ☐ Pass ☐ Fail

- B. Motion approving Resolution 2016-36:

A RESOLUTION APPROVING A FIRST AMENDMENT TO A SERVICES
AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ
BENEFITS AND INSURANCES SERVICE, INC.

This software tracks the measurement period, administrative period, and stability period, on all city employees which is required by the Affordable Care Act. Approval of this agreement will continue to help the city minimize the compliance risk associated with the Affordable Care Act.

Paperwork attached

Page 83 ☐ Pass ☐ Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

- A. Motion authorizing the Mayor to sign IRS Form 8038-GC to report the lease purchase of two 2016 Ford trucks by the Park Board in the amount of \$64,346 (2016 Ford F-350 and 2016 Ford F-250), dated 4/1/2016.

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XII. OTHER BUSINESS

A. REVIEW OF AUGUST 2016 FINANCIAL REPORT.

- XIII. Motion to enter Executive Session to discuss matters pertaining to the preparation, including any discussions or work product, on behalf of a public governmental body or its representative for negotiations with employee groups, according to Missouri Statute 610.021.9; and leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2 and that the record be closed.

XIV. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
SEPTEMBER 13, 2016 – 7:00 P.M.
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Peek led the Pledge of Allegiance to the Flag.

Council members present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle; Absent: Councilman Gary Lathrop, who was attending the Missouri Municipal League Conference. Also present: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Savage moved to approve the consent agenda consisting of a **motion approving the minutes of the August 23, 2016, City Council regular meeting and the September 6, 2016, City Council special meeting; a motion approving the August 2016 Municipal Police Judge's Report; and a motion approving the purchase of replacement uninterrupted power supply (UPS) for the police station for \$2,808.75.** Councilman Peek seconded. All present voted in favor. Councilman Lathrop absent:

PERSONAL APPEARANCES:

Sally Smith, 315 Main Street, Belton, was present on behalf of Richard Smith, Downtown Belton Main Street, Inc., to request closure of Main Street for Cruisin' Main Car Cruises, October 2, 11:00 A.M. -5:00 P.M. Closure of Main Street from Ella and Walnut one block on either side of Main. It is a Sunday so it should not be an issue for Main Street businesses.

Councilman Peek moved to approve closer of Main Street for Cruisin' Main Car Cruises, October 2, 11:00 A.M. -5:00 P.M. Closure of Main Street from Ella and Walnut one block on either side of Main. Councilman Fletcher seconded. All in favor. Councilman Lathrop absent. Motion carried.

Councilman Peek read a Proclamation for Pink-Tober-Fest naming October 14-15, 2016 as Pink-Tober-Fest weekend in Cass County, Missouri, encouraging all residents to support their local businesses, support a great cause, and fight for a cure during Breast Cancer Awareness Month during the month of October. She presented the proclamation to Diane Huckshorn, Executive Director of the Belton Chamber of Commerce. Councilman Fletcher said Ms. Huckshorn has been working hard with some local businesses to stay open late and get collections for this event. There is also a golf tournament set up for Pink-Tober-Fest.

Mayor Davis took the opportunity to mention the great Fall Festival last weekend. During the State of the City address he gave at the Chamber luncheon meeting he talked about it and that we are in the top 50 festivals in the state of Missouri. He also talked about Jeff, Fletcher, Public Works Director, and the great job he has done.

Mayor Davis presented a plaque to Jeff Fisher, Public Works Director, for his service with the City from August 15, 2010 to September 21, 2016. He said Mr. Fisher has done great things while he has been with the City, has done a great job, and we are going to miss him.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-95: **AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 0.66-ACRE TRACT OF LAND, LEGALLY DESCRIBED AS SECTION 18, TOWNSHIP 46, RANGE 32, ADDRESSED AS 17229 S. OUTER ROAD, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Lathrop. Bill No. 2016-95 was declared passed and in full force and effect as Ordinance No. 2016-4264, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-98: **AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE, A LANDSCAPE ARCHITECT AND PLANNING CONSULTANT, TO CREATE A NORTH SCOTT CORRIDOR FLEX-INDUSTRIAL ZONING DISTRICT PLUS DESIGN GUIDELINES.** Presented by Councilman Finn, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Fletcher, VanWinkle, Peek and Savage; Noes: None; Absent: 1, Councilman Lathrop. Bill No. 2016-98 was declared passed and in full force and effect as Ordinance No. 2016-4265, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-100: **AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, DOWNTOWN BELTON MAIN STREET, INC. AND BELTON CHAMBER OF COMMERCE, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE VINTAGE MARKET DAYS PROMOTIONAL EVENT IN BELTON, MISSOURI IN SEPTEMBER 2016.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Lathrop absent. **Councilman Newell moved to hear the final reading.** Councilman Fletcher seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Trutzel, Savage, Newell, Fletcher, VanWinkle, Finn, and Peek; Noes: None; Absent: 1, Councilman Lathrop. Bill No. 2016-100 was declared passed and in full force and effect as Ordinance No. 2016-4266, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution 2016-33: **A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING MASTER SERVICES AGREEMENT - TASK ORDER #P02167257 WITH TERRACON FOR THE PROPOSED FEE OF \$16,750 FOR THE PURPOSE OF THE REMOVAL OF ASBESTOS CONTAINING MATERIALS LOCATED IN THE THREE FORMER MILITARY BUILDINGS EXISTING WITHIN CITY OWNED MARKEY BUSINESS PARK.** Presented by

Councilman Trutzel, seconded by Councilman Newell. Vote on the resolution was recorded with all voting in favor. Councilman Lathrop absent. Resolution passed.

Ms. Ledford read Resolution 2016-34: **A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING MASTER SERVICES AGREEMENT - TASK ORDER #P02167311 WITH TERRACON FOR THE PROPOSED FEE OF \$2,940 FOR THE PURPOSE OF A LEAD BASED PAINT AND HAZARDOUS MATERIALS INVENTORY OF THE THREE FORMER MILITARY BUILDINGS EXISTING WITHIN CITY OWNED MARKEY BUSINESS PARK.** Presented by Councilman Finn, seconded by Councilman Fletcher. Vote on the resolution was recorded with all voting in favor. Councilman Lathrop absent. Resolution passed.

MAYOR'S COMMUNICATIONS:

Mayor Davis said the Fall Festival held over the weekend was an outstanding event. Storms came in on Friday night but Sally Smith worked hard and got it all put back together and had a beautiful event. It was named in the Top 50 Fall Festivals in the state of Missouri.

He said he presented the State of the City address at the Chamber of Commerce luncheon today. Also, the 211th Street ribbon cutting was today. That is a nice addition and should help to direct a lot of traffic.

CITY MANAGER'S REPORT:

Jeff Fisher, Public Works Director, provided a brief update on the 155th Street project. MARC had a meeting with the Missouri Department of Transportation (MODOT) and they have obligated funds for the 155th street project to be bid this fall. Some work may begin this fall/winter, but definitely within the next construction season. MODOT will replace the interchange and plans are for the City of Kansas City to reconstruct the west side. He praised Zach Matteo, City Engineer, and Kate Patras, Assistant City Engineer, for their work on the project as it has been a difficult project to pull off and he commends them for that.

Ron Trivitt, City Manager, said he received some sad news yesterday; Brad Foster, Assistant City Manager, turned in his notice of retirement effective Tuesday, October 11, 2016.

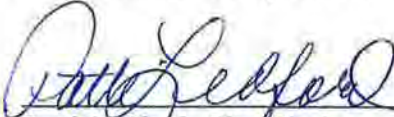
OTHER BUSINESS:

Councilman Trutzel asked if there has been any discussion about 3 lanes from 155th to North Cass on I-49. Mr. Fisher said yes. Actually when he first got to Belton, MODOT was considering that and it was included in a TIF as a scoping project (study project). But when they hit their cliff it kind of fell out. Belton should keep pushing for it.

Police Chief James Person said the bulk of accidents are along that corridor, from both sides of I-49 between Powell Parkway on the west side and over to Bel-Ray. The main cause of accidents is inattention; most are rear-end accidents.

At 7:20 P.M., Councilman Newell moved to enter into Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed. Councilman Peek seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Peek, Newell, Finn, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Lathrop.

The Council returned from Executive Session at 8:27 P.M. Being no further business, Councilman Finn moved to adjourn the meeting. Councilman Fletcher seconded. All in favor. Councilman Lathrop absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 20, 2016
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 7:53P.M.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed. Councilman Finn seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Finn, Peek, Trutzel, Lathrop, Fletcher, Newell, VanWinkle, and Savage; Noes; None; Absent: None.

The Council returned from Executive Session at 8:35 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Finn seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV

B



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: 9/13/2016
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police Department

Approvals

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

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

ISSUE/REQUEST: Replacement of the wrecked (totaled) police motorcycle

PROPOSED CITY COUNCIL MOTION: A motion approving the purchase of a 2017 Harley Davidson Road King motorcycle from Gail's Harley Davidson in the amount of \$16,355.90.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
The 2012 Police Motorcycle was wrecked during a motorcycle training. We received \$14,104.33 from the insurance company. We received three bids for the replacement with Gail's Harley Davidson being the lowest bid of \$16,355.90.

IMPACT / ANALYSIS:

The total requested is \$16,355.90 to purchase the new motorcycle.

A separate budget amendment was approved on June 28, 2016.

FINANCIAL IMPACT

Contractor:	Gail's Harley
Amount of Request/Contract:	\$16,355.90
Amount Budgeted:	\$16,355.90
Funding Source:	Gen. Fund 233-0000-4957400
Additional Funds	\$ -0-
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

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

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

List of reference Documents Attached:

Memo from Lt. Mike Davis
 Spec sheet from Lt. Mike Davis
 Quote - Gail's Harley-Davidson
 Quote – Rawhide Harley- Davison
 Quote – Worth Harley-Davison



Belton Police Department

Memo

To: Ron Trivitt, City Manager
From: James Person, Chief of Police
Date: September 7, 2016
Re: Purchase of Police Motorcycle

On June 28, 2016 the City Council at their regularly scheduled meeting approved the purchase of a 2016 police Harley-Davidson motorcycle from Gail's Harley-Davidson in the amount of \$16,120.00. That purchase was not able to be made as the 2016 motor cycles were no longer available by the time the item was approved.

Since that time we have rebid for a 2017 Harley-Davidson police motorcycle. Again, Gail's Harley-Davidson is the low bid with the amount of \$16,355.90, an increase of \$235.90. The previously passed budget amendment will allow for this purchase. No new budget adjustment is requested. I am requesting this item be placed on the consent for approval of the City Council meeting on September 13, 2016.

Lt Mike Davis

From: Lt Mike Davis <mdavis@beltonpd.org>
Sent: Tuesday, July 19, 2016 3:54 PM
To: Matt Chiappetta (matt@feelthepower.com); dharrod@rawhideharley.com; Jeffrey Harned (jeff@worthharley-davidson.com)
Subject: Revised bid request

I have been informed that pricing for the new 2017 Harley Davidson motorcycles will not be released until approximately August 25, 2016. Therefore I have revised the previous bid request. The revised request is as follows.:

The Belton Police Department is requesting bids on an all-black 2017 Harley Davidson FLHP Road King. Please include the costs of Harley Davidson heated grips and Harley Davidson saddle bag guards. Sealed bids should be submitted by September 2, 2016 by 5:00 pm. Send your sealed bids to:

Belton Police Department
7001 E 13rd St
Belton MO 64012
Attention Lt. Michael Davis
Motorcycle Bid

Any questions or for further information feel free to contact me.

Thank you for your continued support for law enforcement.

*Lt. Michael Davis
Belton Police Department
LET5AC Region A Representative
816-348-4447*



Belton Police Department

Memo

To: Chief James Person
From: Lieutenant Michael Davis
Date: 9-7-2016
Re: Motorcycle Bids

Due to no 2016 Harley Davidson Police motorcycles being available I have resented out for bids for a 2017 Harley Davidson FLHP Police Edition motorcycle.

I received the following three bids:

Gail's Harley Davidson	\$16,355.90
Rawhide Harley Davidson	\$17,702.00
Worth Harley Davidson	\$17,019.90

These bids are for a 2017 Harley Davidson FLHP with heated grips and saddlebag guards installed.

Gail's HD is the lowest bid and only \$235.90 higher than the bid received for the 2016 model previously bid.

Two quotes were received for the graphics from Creative Signs and KE graphics. They are as follows:

Creative Signs	\$ 185.00
KE Graphics	\$ 200.00

The cost of the change out from 911 Custom is as follows:

911 Custom	\$800.00
------------	----------

This should be all of the expenses that are needed to replace the motorcycle.

The total for Gail's, Creative Sign and 911 Custom would be \$17,340.90

The insurance company, Corporate Claims, has paid the city \$14,104.33 for the loss. That leaves \$3236.57 left for the city to be responsible for.

I have attached the three quotes with this memo.

Submitted by

A handwritten signature in black ink, appearing to read "Lt. Michael Davis". The signature is stylized with a large, flowing "M" and "D".

Lieutenant Michael Davis



Formal Bid for 1 2017 FLHP Harley Davidson for Belton Police Dept:

Price FLHP: \$15,421

Parts Requested:


Part# 5610034 Kit-Heated Grip, Touring	\$199.95
Labor Heated Grips	\$218.00
Part # 90200561 Saddlebag Guard Rails	\$329.95
Labor Saddle Bag Guard	\$163.50
Shop Supplies	<u>\$ 23.50</u>

Total Parts and Labor \$934.90

Total Bid \$16,355.90

If there are any changes, additions or adjustments needed please contact me.

Thanks in advance


Don Hayes
General Sales Manager
Gail's Harley Davidson
816-966-2222
donh@feelthepower.com



August 30, 2016

Lt. Mike Davis
Belton Police Department
7001 E. 163rd Street
Belton, MO 64012

This is the quote for the 2017 Harley-Davidson police unit you requested.

FLHP Road King Police	\$16,300.00
Parts	\$523.00
Labor	\$480.00
Available Extended Service Plan	\$987 3 year
	\$1107 4 year
	\$1307 5 year
Doc fee	\$399.00

Please let me know if you have any questions

Thank you.

David Harrod
Inventory & Facility Manager
Rawhide Harley-Davidson
913-764-7433 Store
660-351-6876 Cell
dharrod@rawhideharley.com



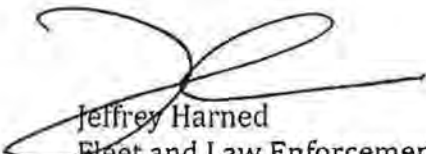
August 27, 2016

RE: Purchase of 2017 FLHP from Worth Harley-Davidson for Belton Police Department

The following is a listing of the retail pricing for a black 2017 FLHP:

2017 FLHP	\$15,211.00
FREIGHT	\$435.00
SET-UP	\$325.00
DOC FEE	\$199.00
HEATED GRIPS- BLACK	\$199.95
SADDLEBAG GUARD RAILS	\$299.95
LABOR	\$350.00
TOTAL COST PER UNIT	\$17,019.90

This bid does not include removal or swapping of parts. Does not include any trade information. Customer can expect to receive motorcycles 60 days or sooner from purchase date.


Jeffrey Harned
Fleet and Law Enforcement Sales
Worth Harley-Davidson

Worth Harley-Davidson North | 9400 NW Prairie View Rd | Kansas City MO 64153 | 816-420-9000
www.worthharley-davidson.com

SECTION IV

C



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 27, 2016
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Motion to purchase two (2) 2017 Ford Police Interceptor Sedan and two (2) 2015 Ford Police Interceptor Utility vehicle from Dick Smith Ford.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of two (2) 2017 Ford Police Interceptor Sedan for \$25,564.00 each and two (2) 2015 Ford Police Interceptor Utility vehicle for \$27,909.00 from Dick Smith Ford for a total of \$106,946.00.

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

The City Council approved the amount of \$124,000.00 for the FY16 budget to purchase these 2017 vehicles. Only one bid was received from Dick Smith Ford.

IMPACT / ANALYSIS:

The purchase of these vehicles will replace four Crown Vic cars that no longer meet the specifications for police cars.

FINANCIAL IMPACT

Contractor:	Dick Smith Ford
Amount of Request/Contract:	\$106,946.00
Amount Budgeted:	\$124,000.00
Funding Source:	010-440-495-7500
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$17,054.00

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Memo from Sergeant Brad Swanson
Bid from Dick Smith Ford



**Belton Police
Department**

Memo

To: Capt. Spears
From: Lt. Swanson
Date: 9/1/2016
Re: 2016 Police vehicle bid.

Through the month of August 2016 the department was accepted bids for four, 2 sedans and 2 suvs, new Ford police interceptors. At the conclusion of the open bid period, close of business 8/31/2016, we had received one bid. The bid that was received was from Dick Smith Ford. I contacted City Clerk Patti Ledford and the bid was opened. The bid met our specifications, as based on the 2015 vehicle purchase. The bid amount was \$55,818 for the suvs and \$51,128 for the sedans, for a total of \$106,946. It should be noted that this price is for 2017 models at 2016 model price if ordered before October.

Lt. Brad Swanson

A handwritten signature in black ink, appearing to be "BS" with a stylized flourish.

2016 MACPP BID

SECTION
LT. BRAD SWANSON

If ordered before Oct 30, 2016, you will receive 2017 model at 2016 price

Item No. 35		Type: Ford Police Interceptor - Utility	Model Year 2016	
FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	MEETS SPEC	
			Mark Yes or No	
			Yes	No
Description	Ford Police Interceptor - Utility	K8A, 500A	Y	
Air Bags	Dual, front required	STD + Roll over curtain airbags + safety canopy	Y	
Air Bags 2	Side	STD	Y	
Air Conditioning	Factory installed, best grade avail.	STD Front	Y	
Alternator	Minimum 220 amps output	220 Amp	Y	
Auxiliary Outlet	12 volt, factory installed	STD	Y	
Axle (Rear)	Mfg. standard with police package	3.85	Y	
Battery	Police grade; specify amp. & CCA	750 CCA 78A	Y	
Body Style	Utility style, 4 door	STD	Y	
Brake System	4 wheel, disc, power assist	STD	Y	
Brakes	Anti-lock braking system (ABS)	STD	Y	
Cooler-Power Steering	External power steering fluid cooler	STD	Y	
Cooler-Transmission	Auxiliary heavy duty transmission	STD	Y	
Door Locks	Power, all doors, factory installed	STD	Y	
Door Switch	Deactivate door jam switch for interior lights	430	Y	✓
Drive Line	All wheel drive	K8A	Y	
Engine	Min V-6, state liter & horsepower	99R 3.7L V6 FFV 304 HP	Y	
Exhaust	Dual	STD	Y	
Exterior	Non-street appearance	STD	Y	
Floor Covering	Heavy duty vinyl front & rear (no carpet)	STD	Y	
Foot Pedals	Adjustable	STD	Y	
Gauges	Required	STD	Y	
Glass	Tinted, all windows	Factory Solar tint front, privacy rear	Y	
Heater/Defroster	Fresh air type; electric rear window defrost factory inst	STD	Y	
Horn	Dual note horns required	STD	Y	
Hour Meter		STD	Y	
Interior - Charcoal	Interior color charcoal black	9W cloth front vinyl rear	Y	✓
Keys	Each vehicle keyed individually (3 keys per vehicle)	Dealer	Y	
Lights	Auxiliary dome, header mounted	STD	Y	
	Under hood light	STD	Y	
	Luggage compartment light	STD	Y	
Mirrors-Inside	Inside: day/night	STD	Y	
Mirrors-Outside	Outside: dual remote type on left and right door	STD	Y	
Noise Suppression	Noise suppression bonds; factory installed	60R	Y	✓
Paint	One solid color - provide color chart	www.fleet.ford.com	Y	
Passenger Volume	State in cu ft	119	Y	
Radiator	Heavy duty cooling package	STD	Y	
Radio	AM/FM with digital clock; rear window antenna	STD radio but roof mounted antenna	N	
Seats	Bucket, power driver, manual passenger, cloth	STD 9W	Y	
Spare Tire & Wheel	Conventional spare tire & wheel	STD	Y	
Speedometer	Calibrated in 2 MPH increments	STD	Y	
Spot Light	Factory installed, left side	51Y	Y	
Springs	Heavy duty front & rear springs	STD	Y	
Steering	Power	STD	Y	
Steering Wheel	Tilt & cruise- factory installed	STD	Y	
Sun Visors	Dual	STD	Y	
Suspension	Stabilizer bars, shock absorbers	STD	Y	
Tires-Front & Rear	All season, steel belted radials, W rated, state size	245/55R18 A/S BSW	Y	
Transmission	Automatic, minimum 6 speed	44C 6 sp Auto	Y	
Warranty	Attach all manufacturer standard	See Warranty file	Y	
Wheel Covers	Full-not hub caps	642 18" G5L	Y	✓
Windows	Power, all windows	STD	Y	
Wipers	Intermittent	STD	Y	
Wiring	Power distribution box	STD	Y	

BID PRICING

TOTAL - FORD POLICE INTERCEPTOR UTILITY - Item No. 35

\$26,129

You must enter pricing in the online bid page

NOTE: All Ford Police Interceptors - Sedan & Utility come with a 5 year/100,000 mile Powertrain Care Extended Service Plan!!

And Rear-view camera is standard for 2016, located in the dash center stack but can locate in rear-view mirror at no-charge code 87R

Upgrade to LE

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Model Year 2016

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
OPTIONAL EQUIPMENT			
Air Conditioning	Auxiliary	17A	\$ 530
Alarm System	Requires remote keyless entry	593 + 595	\$ 323
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	STD V8 is FFV	\$
	State gallon equivalent compared to base fuel of this vehicle		\$
			\$
			\$
	AMOUNT OF TAX CREDIT PROVIDED		\$
Ashtray	Auxiliary	NA	\$
Audio / Video 1	Rear view camera	Standard in center stack, but BTR in rear view mirror	\$ STD / \$0
Audio / Video 2	SYNC Basic - voice activated communication	53M	\$ 255 Bluetooth
Audio / Video 3	Remappable (4) switches on steering wheel	61R w/o SYNC / 61S w/SYNC	\$ 138 / 138 + 53M
Blind Spot Monitoring	BLIS - Blind spot monitoring with cross traffic alert	55B requires 21B + 53M SYNC	\$ 875
Brake System	Heavy Duty power standard for model bid	STD	\$
Cargo Area Fan	Cargo area circulation-mounted on package tray		\$
Dark Car Feature	Courtesy lamp disable when any door is opened	43D	\$ included
Daytime Running Lamps		942	\$ 42
Diagnostic Software & Cabling			
Engine	Rotunda VCM II, CFR, Cable and one-year Software subscription	164-R9807	\$ 2700
Transmission		Included	\$
ABS Brakes		Included	\$
Electrical System		Included	\$
Body Module		Included	\$
Dog Dish Hub Caps	Small Wheel Covers - Small Factory	Delta 64B	\$ 45
Door-Driver	Inside unlocks & opens driver door simultaneously		\$
Door-Rear	Inside rear doors inoperative	88G Lock Inoperative 68L lock operable	\$ 30 (30)
Door Panel	Ballistic quality; driver front door only	90D	\$ 1385
Doors	Driver and passenger front doors	90E	\$ 2729
Electronics Tray		NA	\$
Engine Block Heater		41H	\$ 30
Engines	3.5L EcoBoost	99T	\$ 30050
	Enhanced PFI Cooler only with 99T EcoBoost	52B	\$ 2520
			\$
Extended Warranty	Note: Both the Police Sedan & Utility come with an extended 5 year/100,000 miles Powertrain Warranty (60K is STD) with \$0 deductible	Ford - See Extended Warranty file	\$ Cost + \$100
			\$
			\$
Floor Covering	Carpet	16C or is in 65U interior upgrade pack	\$ 109
Floor Mats	Rubber/vinyl	Dealer front	\$ 145
Gas Cap-Lockable		19L	\$ 18
Horn Warning Kit	Wiring Kit	80A Gnu wiring	\$ 45
Interior Upgrade	Cloth rear seats, floor mats front & rear, carpet floor, full floor console with unique police finish panels	65U + FW (cloth front & rear)	\$ 339
Key Options	All vehicles keyed alike (fleet)	59E-1435X, 60B-1284X, 59D-0135X	\$ 45
	Coded to current entity key code	59F-0578X, 59J-1111X, 59C-1294X, 59G-0151X	\$ 45
	Extra key price	Simple key dealer	\$ 5.00
	Remote keyless entry key fob	595	\$ 232
			\$
License Plate Bracket	Front	153	\$ 0
Light Bar, Pre-Wire	Factory wired	NA	\$

THIS PAGE: \$439⁰⁰

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Model Year 2016

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	PRICE
Lighting Packages - OEM	<u>#1 - 2 front front integrated LED Lights (in headlamps)</u> OR	66A OR	\$780
	<u>#2 - front headlamp PI housing only; pre-drilled holes (does not include LED installed lights)</u>	66B	\$461
	#3 - two rear integrated LED Lights (in tail lamps)	66B	\$389
	#4 - rear lighting - 2 backlite flashing LED lights window mounted on each side of chinel stop light; two liftgate inner flashing LED lights	66C	\$397
	#5 - cargo wiring upfit package-rear console mounting plate, wiring harness (2 light cables - supports up to 6 LED lights, two grill LED light cables, cargo area power distribution box (PDB), two 50 amp battery and ground circuits in RH rear quarter, one 10 amp siren/speaker circuit, (engine to cargo area), Whelen PCC8R light relay center mounted behind 2nd row seat, light controller/relay center wiring	67G	\$1154
	#6 - Ready for the road package - includes PI packages #1, #2, #3, #4, #5, plus: Whelen cencom light controller, Whelen cencom relay center/siren amp, light controller/relay cencom wiring, grill LED lights, 100 watt siren/speaker, 9 I/O digital serial cable (console to cargo), hidden door lock plunger/rear door handles inoperable, rear console mounting plate	67H	\$2940
Manuals	Service manuals	Holm CD	\$225
Mirrors 1	Outside: electric remote both sides	STD	\$
Mirrors 2	Outside: heated	549 (non-BLISS)	\$52
Paint		NA	\$
Rear Deck Warning Light	Under Deck lid	NA	\$
<u>Reverse Sensing</u>		76R	\$238
Roof Rack Side Rails	Black	68Z	\$87
Rust Proofing	State brand & warranty, certificate required	Undercoating only Cal-Tex	\$225
Seats	Front bench with center arm rest	NA	\$
	Front bucket with power driver's seat	STD	\$
	Front electric without side airbag	NA	\$
	Front cloth bucket, rear vinyl bench	9W, STD in bid	\$
	Front heavy duty construction, split bench, power	NA	\$
	Front and rear cloth	FW	\$52
	Front and rear vinyl, split bench	NA	\$
Siren/Speaker	100 watt including bracket and pigtail	18X	\$280
<u>Spot Lights</u>	<u>Driver only LED bulb</u>	51R Unity 51T Whelan	\$343/\$384
	Driver & passenger LED bulb	51S Unity / 51V Whelan	\$534 / \$576
	Driver & passenger incandescent bulb	51Z	\$315
Storage	Cargo equipment storage box or cargo pak	NA	\$
	Cargo storage vault with lockable door	63V	\$215
Temporary Tag		Dealer	\$N/C
Tires & Wheels		NA	\$
			\$
Tracolon Control		STD	\$
Vinyl Wrap 2-Tone Pkg	#1-Roof vinyl, RH/LH front and rear doors vinyl	91A	\$727
	#2-Roof vinyl, hood vinyl	NA SEE PRICE LIST FOR OPTIONS	\$
	#3-Roof vinyl, RH/LH front doors vinyl	91C	\$610
	#4-Vinyl word wrap - "POLICE" on LH/RH sides	91D	\$690
Window-Rear	Rear window inoperative	18W (operable from drivers seat)	\$22
<u>Wiring</u>	Pre-wiring for grill lamp, siren, and speaker	60A	\$45
Wiring Kits	Complete Kit	67U Ultimate Wiring package	\$485
	Basic Kit NO BUT:	47C Front Wiring Kit RECOMMENDED	\$90
	Visibility Kit NO BUT:	21P Rear Wiring Kit RECOMMENDED	\$113
Scuff Guards	Protective wrap edging on front edge of both rear doors, top surface of rear bumper 55D		\$80
SPOT LIGHT PREP - Driver's side / Dual		51P / 31W	\$122 / \$215

INCLUDED WITH
66A, BUT
REQUIRED WITH
86P

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Model Year 2016

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	PRICE
<u>OPTIONAL EQUIPMENT</u>			
OPTION DELETE			
	Badge Delete (Police Interceptor Badge Only)	18D	\$ 0
	Deactivate door jam switch for interior lights	Delete 43D	\$ -13
	Door lock confirmation flash	Delete 43D	\$ -13
	Full carpet	Not in Base bid	\$
	Full wheel cover	Delete 84B	\$ -45
	Noise suppression bonds	Delete 80R	\$ -72
	Spot light - driver side	Delete 51Y	\$ -170

End of Group VI

*****SEE PRICE LIST AT END OF THIS FOR COST OF OPTIONS NOT REQUESTED HERE

NOTE: ANY OPTION NOT REQUESTED IN THIS ENTIRE BID - SEE PRICE LIST COLUMN LABELED "DEALER INVOICE" FOR YOUR COST ON THAT OPTION. IF YOU CHOOSE AN OPTION REQUIRES ANOTHER OPTION WE WILL ADD THAT COST.

Popular Options:

Cargo area dome light (red & white light)	17T	\$45
Side Marker Lights (see order guide)	63B	\$260
Quarter glass lights	63L	\$497
Auto headlamps	86L	\$109
Roof rack rails - black	68Z	\$140
Solar tint - 2nd row, rear quarter & liftgate window, deletes Privacy glass	92G	\$104
Front Visor light	96W	N/C
Wheels 18" Painted	64E	\$413
Deflector Plate (STD on Ecohoost)	76D	\$285
Hidden Door lock plungers w/rear door handles operable	53H	\$121
Hidden Door lock plunger w/rear door handles inoperable	52P	\$139
Rear console plate (N/A with 63U or 83D)	85R	\$30

THIS PAGE - 140

TOTAL EACH: \$27,909
x 2THIS IS WHAT YOU GOT
LAST YEAR →WITH #1-66A. FRONT
LIGHTING SOLUTION \$55,818 FOR TWO

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

2016 mtrc p3 Bid

If order before Oct 30, 2016, you may receive a 2017 model at 2017 price

Belton
Lt Brian Swann

Item No. 34	Type: Ford Police Interceptor - Sedan		Model Year 2016	
FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	MEETS SPEC	
			Mark Yes or No	
			Yes	No
Description	Ford Police Interceptor - Sedan	Ford P2M, 500A, AWD	Y	
Air Bags	Dual, front required	STD + safety canopy	Y	
Air Bags 2	Side	STD	Y	
Air Conditioning	Factory installed, best grade avail.	STD	Y	
Alternator	Minimum 220 amps output	220 amp	Y	
Auxiliary Outlet	12 volt, factory installed	STD	Y	
Axle (Rear)	Mfg. standard with police package	3.39	Y	
Battery	Police grade, specify amp. & CCA	750 CCA 78A	Y	
Body Style	Sedan, 4 door	STD	Y	
Brake System	4 wheel, disc, power assist	STD	Y	
Brakes	Anti-lock braking system (ABS)	STD	Y	
Cooler-Power Steering	External cooler for power steering	STD	Y	
Cooler-Transmission	Auxiliary heavy duty transmission	STD	Y	
Door Locks	Power, all doors, factory installed	STD	Y	
Door Switch	Deactivate door jam switch for interior lights	13C	Y	
Drive Line	All wheel drive	P2M	Y	
Engine	Min V-6, state ltor & horsepower	3.7L V6 99K 305 HP	Y	
Exhaust	Dual	STD	Y	
Exterior	Non-street appearance	STD	Y	
Floor Covering	Heavy duty vinyl front & rear (no carpet)	STD	Y	
Foot Pedals	Adjustable	STD	Y	
Gauges	Required	STD	Y	
Glass	Tinted, all windows	Factory solar tint STD	Y	
Heater/Defroster	Fresh air type; electric rear window defrost factory inst	STD	Y	
Horn	Dual note horns required	STD	Y	
Hour Meter		STD	Y	
Interior - Charcoal	Interior color charcoal black	R/W cloth front vinyl rear	Y	
Keys	Each vehicle keyed individually (3 keys per vehicle)	Dealer	Y	
Lights 1	Auxiliary dome, header mounted	STD	Y	
Lights 2	Under hood light	STD	Y	
Mirrors-Inside	Inside; day/night	STD	Y	
Mirrors-Outside	Outside: dual remote type on left and right door	STD	Y	
Noise Suppression	Noise suppression bonds-factory installed	20P	Y	
Paint	One solid color - provide color chart	www.fleet.ford.com	Y	
Passenger Volume	State in cu ft	103	Y	
Radiator	Heavy duty cooling package	STD	Y	
Radio	AM/FM with digital clock; rear window antenna	STD Antenna on roof	N	
Seats	Bucket, power driver, manual passenger, cloth	RW	Y	
Spare Tire & Wheel	Conventional spare tire & wheel	STD	Y	
Speedometer	Calibrated in 2 MPH increments	STD	Y	
Spot Light	Factory installed, left side	21D	Y	
Springs	Heavy duty front & rear springs,	STD	Y	
Steering	Power	STD	Y	
Steering Wheel	Tilt & cruise- factory installed	STD	Y	
Sun Visors	Dual	STD	Y	
Suspension	Stabilizer bars, shock absorbers	STD	Y	
Tires-Front & Rear	All season, steel belted radials, W rated, state size	245/55R18 A/s BSW	Y	
Transmission	Automatic, minimum 6 speed	44J 6sp Auto	Y	
Trunk Opener	Electric or vacuum device located on dash	STD Redundant, located in overhead console	Y	
Warranty	Attach all manufacturer standard	See Warranty Mfg	Y	
Wheel Covers	Full-not hub caps	65L	Y	
Windows	Power, all windows	STD	Y	
Wipers	Intermittent	STD	Y	
Wiring	Power distribution box	STD	Y	

BID PRICING TOTAL - FORD POLICE INTERCEPTOR SEDAN - Item No. 34

23,789

You must enter pricing in the online bid page

NOTE: All Ford Police Interceptors - Sedan & Utility come with a 5 year/100,000 mile Powertrain Care Extended Service Plan!!

And Rear-view camera is standard for 2016, located in the dash center stack, can locate in rear-view mirror at no-charge code 77B

NOTE: Non-pursuit front-wheel drive Taurus SSV priced at end of this item options

Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Model Year 2016

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
OPTIONAL EQUIPMENT			
Alarm System	Perimeter Alarm requires key fob	59B + 80P	\$ 323
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	NA	\$
	State gallon equivalent compared to base fuel of this vehicle		\$
	99B on FWD only is FFV only in GreenStates (MO/KS not)		\$
			\$
			\$
	AMOUNT OF TAX CREDIT PROVIDED		\$
Ashtray	Auxiliary	NA	\$
Audio / Video 1	Rear view camera Standard for 2016 in center stack /	Add 77B to locate in rear-view mirror	\$ STD / \$0
Audio / Video 2	SYNC Basic - voice activated communication	53M + 76R (reverse sensing required)	\$ 516
Audio / Video 3	Remappable (4) switches on steering wheel	47J without SYNC/47K with SYNC	\$ 139 / \$138
Blind Spot Monitoring	BLIS - Blind spot monitoring with cross traffic alert.	55B has manual fold heated mirrors w/o puo	\$ 425
Brake System	Heavy Duty power standard for model bid	STD	\$
Dark Car Feature	Courtesy lamp disable when any door is opened	13C included in base bid	\$ Included
Daytime Running Lamps		942	\$ 44
Diagnostic Software & Cabling			
	Engine Refunda VCM II, CFR, Cable & One-year software subscription	164-R9807	\$ 2700
	Transmission	Included	\$
	ABS Brakes	Included	\$
	Electrical System	Included	\$
	Body Module	Included	\$
Dog Dish Hub Caps	Small Wheel Covers - Small Factory	Dalele 65L	\$ -42
Door-Driver	Inside unlocks & opens driver door simultaneously		\$
Door-Rear	Inside rear doors inoperative	16G Locks Inoperative/18L Locks Operable	\$ 30 / \$0
Door Panel	Ballistic quality; driver front door only	65E	\$ 1369
Doors	Driver and passenger front doors	65C	\$ 2729
Electronics Tray		62D	\$ 210
Engine Block Heater		41H	\$ 34
Engines	3.5L EcoBoost 365 HP	99T	\$ 2789
			\$
			\$
Extended Warranty	Note: Both the Police Sedan & Utility come with an extended 5 year/100,000 miles Powertrain Warranty (60K is STD) with \$0 deductible	Ford - See Extended Warranty file	\$ cost + \$100
			\$
			\$
Floor Covering	Carpet	17I	\$ 110
Floor Mats	Rubber/vinyl	Dealer front only	\$ 125
Gas Cap-Lockable		99K	\$ 18
Hom Wiring Kit	Wiring Kit	NA	\$
Interior Upgrade Pkg	Cloth rear seats, floor mats front & rear, carpet floor, full floor console with unique police finish panels	12P + CW (black cloth front & rear)	\$ 346
Key Options	All vehicles keyed alike (fleet)	43E-1435X, 43B-1284X, 43D-0135X	\$ 44
	Coded to current entity key code	43F-0575X, 43J-1111X, 43C-1294X, 43G-0151X	\$ 44
	Extra key price	Dealer	\$ 5.00
	Remote keyless entry key fob	60P	\$ 237
			\$
License Plate Bracket	Front	153	\$ N/C

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Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Model Year 2016

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE	
	OPTIONAL EQUIPMENT			
Light Bar, Pre-Wire	Factory wired	NA	\$	
Lighting Packages - OEM	#1 - 2 front front integrated LED Lights (in headlamps)	661	\$ 780	
	#2 - front headlamp / PI housing only: amber, park-lum signals indicators, pre-drilled LED holes (does not include LED installed lights)	662	\$ 370	
	#3 - two rear integrated LED Lights (in tail lamps)	663	\$ 430	
	#4 - rear lighting - 2 backlite flashing LED lights window mounted on each side of chinzel stop light; two decklid inner flashing LED lights	654	\$ 833	
	#5 - trunk upfit package - rear console mounting plate, wiring harness (2 light cables-supports up to 6 LED lights, two grill LED light cables, trunk power distribution box (PDB), two 50 amp battery and ground circuits in-trunk, one 10 amp siren/speaker circuits, trunk circulation fan, trunk electronics tray, pre-wiring for grill lamp, siren, and speaker)	855	\$ 1419	
	#6 - light controller package - includes content from the PI packages #4, plus: Whelen light controller (PCCBR), Whelen PCCBR light relay center (trunk mounted), light controller/relay center wiring, pre-wiring for grill lamp, siren, and speaker	856	\$ 3183	
	#7 - Ready for the road package - includes content from the following PI packages #1, #2, #3, #4, #5, plus: Whelen cencom light controller, Whelen cencom relay center/siren amp (mounted on electronics tray), light controller/relay cencom wiring, grill LED lights, 100 watt siren/speaker, LH trunk storage boxes, 9 I/O digital serial cable (console to trunk), hidden door lock plunger/rear door handles inoperable			
	Service manuals	Helm CD-Rom	\$ 215	
	Mirrors 1	Outside: electric remote both sides	STD	\$
	Mirrors 2	Outside: heated	549	\$ 52
Paint		NA	\$	
Rear Deck Warning	Warning light under deck lid	See 663 above	\$	
Reverse Sensing		78R	\$ 274	
Rust Proofing	State brand & warranty, certificate required	Undercoating Cal-Tex	\$ 225	
Seats	Front bench with center arm rest	NA	\$	
	Front bucket with power driver's seat	STD / POWER PASS Seat 61P	\$ STD / 283	
	Front electric without side airbag	NA	\$	
	Front cloth bucket, rear vinyl bench	RW in base bid	\$	
	Front heavy duty construction, split bench, power	NA	\$	
	Front and rear cloth, split bench	NA	\$	
	Front and rear vinyl, split bench	NA	\$	
Siren/Speaker	100 watt including bracket and pigtail	98P	\$ 287	
Spot Lights	Driver only LED bulb	Unity 21L / Whelan 21F	\$ 300 / \$320	
	Driver & passenger LED bulb	Unity 21B / Whelan 21G	\$ 533 / \$575	
	Driver & passenger incandescent bulb	21P	\$ 339	
Storage	Trunk equipment storage box or trunk pak		\$	
	Trunk storage vault with lockable door	19T Or included in 856	\$ 109	
Spotlight "prep" Driver's side / Dual side		21H / 21I	\$85 / \$160	

See SYNC

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Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Model Year 2016

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
OPTIONAL EQUIPMENT			
Temporary Tag		Dealer	\$ NIC
Tires & Wheels		NA	\$
			\$
Traction Control		STD	\$
Trunk Circulation Fan	Mounted on package tray	977 or included in 854, 855 or 856	\$90
Vinyl Wrap 2-Tone Pkgs	#1-Roof vinyl, RH/LH front and rear doors vinyl	141 But see Price list for more choices	\$727
	#2-Roof vinyl, hood vinyl, decklid vinyl	N/A	\$
	#3-Roof vinyl, RH/LH front doors vinyl	143	\$600
Window-Rear	Rear window inoperative	87D	\$23
Wiring	Pre-wiring for grill lamp, siren, and speaker	51G or in 854, 855, 856 or 857	\$45
Wiring Kits	Complete Kit	856 Ready for the Road	\$3,183
	Base Kit NO BUT:	77E Front Wiring Kit RECOMMENDED	\$92
	Visibility Kit NO BUT:	51J Rear Wiring Kit RECOMMENDED	\$115
CONSOLE PLATE	REAR OPTION DELETE	97D	\$30
	Badge Delete (Police Interceptor Badge Only)	19D	\$0
	Deactivate door jam switch for interior lights	Delete 16C	\$-13
	Door lock confirmation flash	Delete 13C	\$-13
	Full carpet	Not in base bid	\$
	Full wheel cover	Delete 64L	\$-44
	Noise suppression bonds	Delete 20P	\$-75
	Spot light - driver side	Delete 21D	\$-170

Required with 661
Front Light
Solution

Other door options: Hidden Door Lock Plunger with rear Door Handles Operable	63B	\$122
Hidden Door Lock Plunger with rear Door Handles Inoperative	63P	\$140
Trunk lid release - battery powered - hot at all times	62B	\$28
Front Wheel Drive	P2L	\$(950)
Police Wire Harness Connector Kit for Front	77E	\$95
Police Wire Harness Connector Kit for Rear (will need to make rear lighting solution to work)	51J	\$120
Side Marker LED Fender lights	96E	\$218
Scuff Guards (Protective wrap on front edge of both rear doors)	59E	\$48

Special Service Police Package (Non-Pursuit Rated): Front-wheel drive Code 501A
Includes standard features of the pursuit rated Police Interceptor with the following exceptions:
2.0L I-4 EcoBoost® w/6-Speed Automatic Transmission
Active Grille Shutters
Alternator H.D. - 200 Amp
Exhaust - Quasi Dual w/chrome tips
Grille (unique front grille)
Nameplate Badging - "Special Service Police"
Tires P235/55R18 99H A/S BSW
Less the following:
- Deflector Plate, Engine Oil Cooler, Aux. Trans Oil Cooler

(-530) Does not include Driver's
spotlight, Dark Car lamp
feature or noise
suppression bonds, but
does include full wheel
covers.

NOTE: ANY OPTION NOT REQUESTED IN THIS ENTIRE BID - SEE "DEALER
INVOICE PRICE" COLUMN for YOUR COST ON THAT OPTION. IF YOU
CHOOSE AN OPTION REQUIRES ANOTHER OPTION WE WILL ADD THE COST
TO THE COST.

YOU GOT THIS
LAST YEAR →

THIS PAGE: -5.00	
TOTAL ENCH!	\$25,564
WITH #1-661, FRONT LIGHTING SOLUTION	x 2
	\$51,128

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

SECTION V

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 27, 2016

DIVISION: Community & Economic Development

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

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

ISSUE:

Compass Health Network is proposing a thirty-six-unit multi-family development, with nine units set aside for persons with special needs to be located at Markey Road and Westover Road. This organization is seeking a letter of support signed by Mayor Davis for this project.

Representatives from Compass Health Network will be presenting an overview of the project to the City Council during the meeting.

Compass Health Network is a non-profit health care organization that provides a full continuum of behavioral health services and support as well as primary and oral health services throughout Missouri and Louisiana.

BACKGROUND:

The Cass Pointe Apartments as proposed to be located at 501 West Markey Road, on the corner of Markey and Westover Roads. The property is on the northwest side of Belton in relatively close proximity to daily amenities and services including essential shopping, schools and health services. Compass Health offices are approximately four miles from the site.

Compass Health Network is proposing a thirty-six-unit multi-family development, called Cass Pointe Apartments, with nine units set aside for persons with special needs. The unit mix will include eight one-bedroom units, twenty-four two-bedroom units, and four three-bedroom units. The units will be restricted to households earning at or below sixty percent of the Area Median Income (AMI). Property is currently zoned C-2 and R-3, and would require re-zoning to a R-3 PUD zoning classification. The project would still require full Planning Commission review and formal approval by the City Council for the site plan and platting.

IMPACT/ANALYSIS: N/A

STAFF RECOMMENDATION:

City Council to make the determination if there is a desire to execute a letter of support.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Cass Pointe Apartments Development Project Information



Development Information

for

Cass Pointe
Apartments

Cass Pointe Apartments Project Development Information

Compass Health is a non-profit health care organization that provides a full continuum of behavioral health services and supports as well as primary and oral health services throughout Missouri and Louisiana. Network partners include Pathways Community Health, Crider Health Center, Royal Oaks Hospital and CENLA.

A community based organization with a history that spans over 44 years, Compass Health serves 45 counties in the State of Missouri through multiple office locations. Compass Health takes a person-centered, integrated approach to care for our customers. This health care model focuses on treating the whole person and is a collaboration of care involving the individual customer, personal providers and, when appropriate, family members. Our efficient, effective services are enhanced by data and technology to ensure customers receive evidence-based care delivered in the right way, at the right time, and in the right place.

Our mission is simple: Inspire Hope. Promote Wellness. We accomplish this mission by enhancing the lives of individuals and communities by instilling hope, building and sustaining partnerships and supporting recovery.

Compass Health is a proven leader in providing comprehensive behavioral healthcare services to a wide array of customers since the mid-1970s. Today, we employ over 2,200 healthcare professionals including psychiatrists, social workers, professional counselors, advance practitioner nurses, primary care physicians, dentists, dental hygienists, case managers, housing specialists, employment specialists, and other administrative and support personnel. This team of dedicated professionals provides a full continuum of care.

Compass Health has expanded its geographic service area and program/service offerings over the years, and we have the unique advantage of progressively growing in capacity to meet the ever increasing demand for behavioral, primary and oral health needs in Missouri, as well as constantly striving to make these services more accessible.

With this application submission, Compass Health, Inc. proposes to develop 36 units of multi-family housing with nine (9) units set aside for persons with special needs. Individuals with Special Needs as defined by the Missouri Housing Development Commission includes persons who are: (a) physically, emotionally or mentally impaired or who suffer from mental illness; (b) developmentally disabled; (c) homeless, including survivors of domestic violence and sex trafficking; or (d) youth aging out of foster care.

Compass Health, as both developer/owner and lead referral agency, will offer and provide the following supportive services to special needs residents of Cass Pointe Apartments: case management services, life skills training and education, employment services, behavioral healthcare services and housing service coordination.

Project Location: The project is located at 501 West Markey Road, Belton, Missouri. The site is on the corner of Markey and Westover Roads. The property is on the northwest side of Belton in relatively close proximity to daily amenities and services including essential shopping, schools and health services. Compass Health offices are approximately four miles from the site.

Project Rents: The proposed rents must be reasonable for the population being served and appropriate for the market in which the development is located. There is a strong need for affordable rental housing in Cass County. Existing LIHTC properties in Belton and Raymore are full and have long waiting lists, and ample demand exists from low-and moderate-income households through the market area to support the project. Compass Health is committed to ensuring affordability for special needs households. The proposed rents at Cass Pointe Apartments create a market advantage as our proposed rents are below the maximum allowable LIHTC rents and offer significant discount of 21 to 29% from the estimated market rents, thus they are very affordable. Special needs households who remain rent burdened by even these very affordable rents will benefit from Compass Health administered subsidies to ensure they pay no more than 30% of their income towards rent and utilities.

Project Description: Cass Pointe Apartments will serve the community of Belton and the northern part of Cass County. We are proposing a 36 unit multi family development with nine (9) units set aside for persons with special needs. The unit mix will include 8 one-bedroom units, 24 two-bedroom units, and 4 three-bedroom units. The units will be restricted to households earning at or below 60% of AMI. As our organization has provided behavioral health services to the community for many years, we have first hand knowledge of the extreme need for safe, decent, affordable housing in general, and we are particularly aware of the need for affordable housing with supportive services. In 2015, our organization served 5,195 individuals from Cass County with 52,943 behavioral health services delivered.

Cass Pointe Apartments is designed to be eight single story buildings with 36 apartments that share a series of inner courtyards. It provides a place that encourages interaction among neighbors and promotes a sense of neighborliness. Additionally, the physical accessibility of the units promotes a greater ability to live independently in the development for many years. A community room/clubhouse onsite will encourage resident interaction and provide another place to gather. An onsite support service office will enable onsite case management for residents with special needs and a community laundry facility will facilitate the opportunity to ensure all residents of Cass Pointe Apartments have close, easy access to washers and dryers. An onsite leasing office will be included as well.

General Market Analysis: There has been and remains a significant need for safe, decent, affordable, accessible and supportive housing in the Cass County area. There are seven (7) affordable properties with a total of 397 units in Cass County at the current time. Within the past two funding cycles, no properties in the primary market area have been awarded through the LIHTC program. There remains a strong need for affordable

MULTI-FAMILY housing, and particularly developments that have units designated for the SPECIAL NEEDS population. Existing quality rental options for the target population are extremely limited and there is ample demand for affordable units from low-income households in the market area. Existing LIHTC properties in Cass County are at 100% occupancy with waiting lists. A newly leased up affordable project of 56 units located in Raymore was fully leased upon completion. There is strong demand for affordable housing units in the area as evidenced by the overall capture rate of 1.5% as determined by our recent market study.

Special items relating to MHDC evaluation criteria: When determining whether or not to proceed with developing a proposal for a LIHTC development in Belton/Cass County, Compass Health took into consideration a number of factors. One of the biggest contributing factors was that an internal survey of our staff who, for the most part were Community Support Specialists (direct care providers of case management services) emphasized the intense need for safe, decent and affordable housing throughout our service area. This survey indicated that of the staff responses, over 95% indicated there was a need for special needs housing and 94% responded they were aware of clients who were struggling to find housing. The following responses were provided by staff:

"I am new to Compass Health...however, I have worked for the State in Cass County and another community based operation and am aware of the fact that there are very little resources, especially in the way of housing assistance for Cass County. I also know that there are many who live with friends or rotate between housing because of not having a stable home plan. Cass County is an area that is in dire need for any kind of assistance that can be offered."

"Safe, decent affordable and supportive housing will allow our clients to lead more independent and responsible lives that can open the door to their happiness!"

"Every human being has the right to feel safe and human by being able to fulfill their basic needs regardless of income, race or diagnosis."

"There are some great services available, but they fill up fast. Cass (County) lacks a lot of the availability that there is in the City (Kansas City), and a lot of clients feel looked over as a whole."

"We need housing options in Cass County!"

"It is very hard to find any subsidized housing...hard to get in to. Many, many people are doubled up and there is no supportive housing either for persons with mental illness in Cass County much less low income housing in general in Belton/Raymore area."

We also utilized the Winter 2016 Point in Time Count and the Department of Elementary and Secondary Education's most recent Homeless Student Count to determine the number of homeless and doubled up adults and children in Cass County.

Additionally, we considered that there had been no new affordable housing development in the area for the past two LIHTC funding cycles.

Describe what is “unique” about the proposal:

Cass Pointe Apartments development brings with it new construction of additional safe, decent, affordable, accessible and supportive housing units. Current multi-family housing stock in the community is aging. A majority of the existing stock is market rate and, due to the location of Belton to the Kansas City metropolitan area, rents are higher than in some other more rural communities in the southern part of Cass County. Additionally, the thresholds for tenancy often times eliminate the population for which Cass Pointe Apartments is being developed from eligibility (inability to get utilities in their name, poor credit histories). We have a network of case managers and partners to work with residents and potential residents to assist with these obstacles in order to enable them to access decent, affordable housing. We also offer and will provide supportive services for residents with special needs for whom nine of the units are designated. No other existing or planned housing development that we are aware of at this time addresses these needs.



**Aerial View of Proposed Site
Markey & Westover Roads
Belton, Missouri**



RENDERING VIEW TO SOUTH

Cass Pointe Apartments

PRELIMINARY/
NOT FOR CONSTRUCTION



AR



Cass Pointe Apartments

RENDERING - BUILDING ENTRY & PORCH

PRELIMINARY/
NOT FOR CONSTRUCTION



R



Cass Pointe Apartments

RENDERING - VIEW BETWEEN BUILDINGS

PRELIMINARY/
NOT FOR CONSTRUCTION



R



Cass Pointe Apartments

RENDERING - VIEW DOWN DRIVE (SOUTH)

PRELIMINARY/
NOT FOR CONSTRUCTION



R



Cass Pointe Apartments

RENDERING - VIEW UP DRIVE (NORTH)

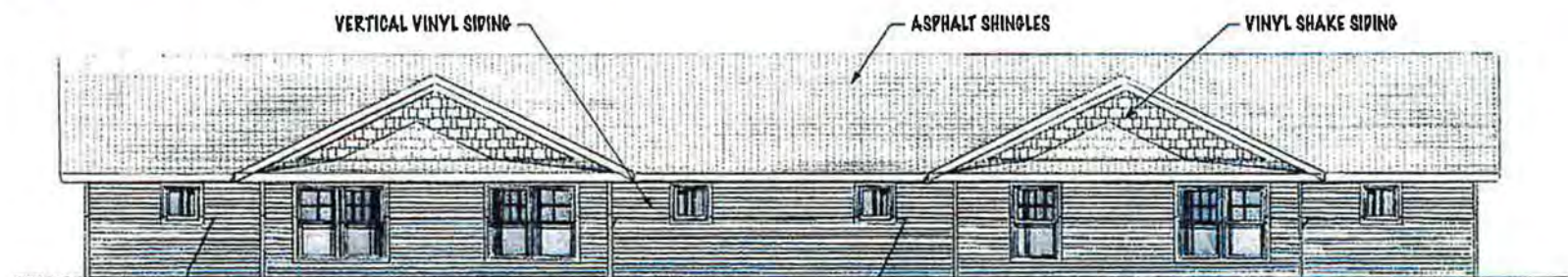
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NOT FOR CONSTRUCTION



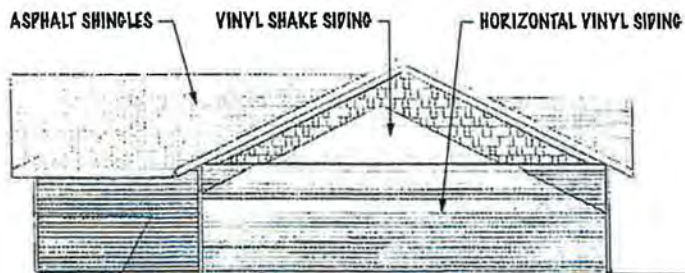
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① ELEV - UNIT ENTRY (Front)



② ELEV - Back



③ ELEV - SIDES (Similar Each)

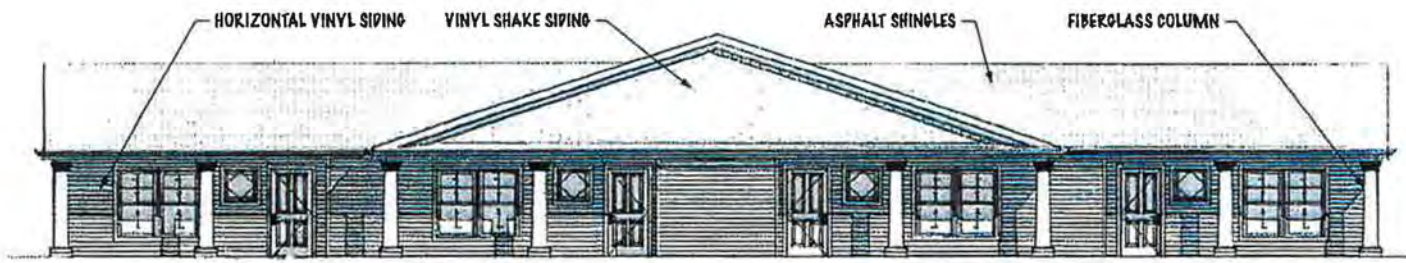
Cass Pointe Apartments

BUILDINGS 1-6 EXTERIOR ELEVATIONS

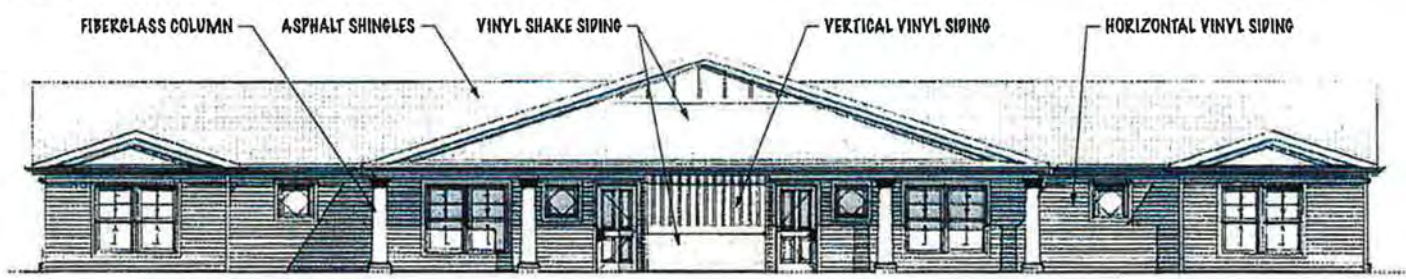
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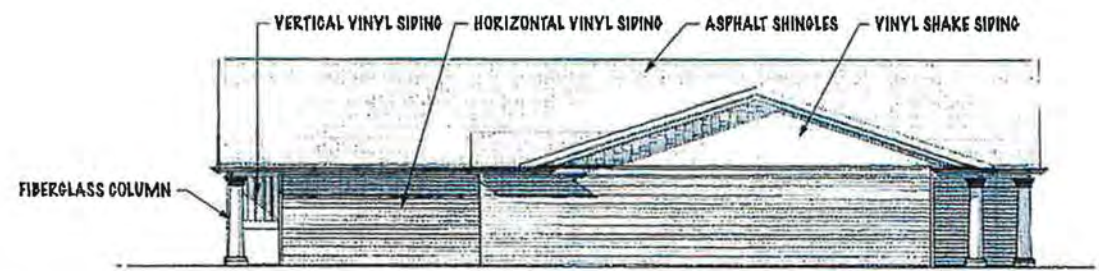
E



① ELEV - UNIT ENTRY (Front)



② ELEV - UNIT ENTRY (Back)



③ ELEV - SIDES (Similar Each)

Cass Pointe Apartments

BUILDINGS 7 & 8 EXTERIOR ELEVATIONS

PRELIMINARY/
NOT FOR CONSTRUCTION



E

PROPOSED DEVELOPMENT

RESIDENTIAL: 36 Multiple Single Family Units in 8 Buildings
-8 One Bedroom Units
-24 Two Bedroom Units
-4 Three Bedroom Units

All units are accessible from parking lots and are on an accessible route. All units have grade level entry.

TOTAL LOT AREA:

LOT 1 - 208,704 sqft (4.79 acres)

TOTAL GROSS BUILDING AREA: 29,776 sqft

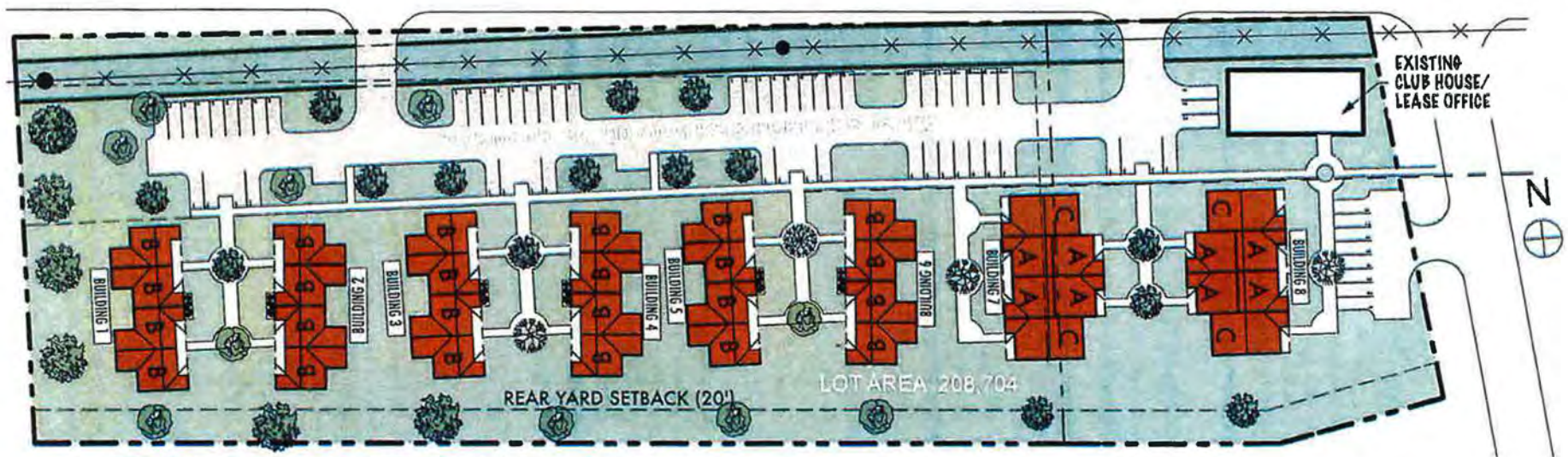
TOTAL PAVED AREA - DRIVEWAYS: 34,200 sqft

TOTAL PAVED AREA - WALKWAYS: 15,423 sqft

DENSITY: 30 Units/4.79 Acres = 6.26 Units/Acre

PARKING SPACES

-68 Off Street Spaces



1

PROPOSED SITE PLAN

Cass Pointe Apartments

591 - 599 W. Main Street, Belton, Missouri

SITE PLAN

PRELIMINARY/
NOT FOR CONSTRUCTION



AGM, INC.
2015 SAINT CHARLES PLACE
SAINT LOUIS, MO 63108
PH: 314.486.5910
FAX: 314.486.5911
WWW.AGM-INC.COM

S

Pathways Project - Basic Data As of 8/30/16

Belton, MO Address: 501-599 W. Markey Road Project Name: Cass Pointe

Total Land Area 4.79 acres total

UNIT MIX	TOTAL ONE BEDROOM	TOTAL TWO BEDROOM	TOTAL THREE BEDROOM	Total Units
	8	24	4	36

Net Area of Units	667	813	1134
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Total Building Area	29,776 (GROSS AREA)
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Number of Residential Attached Buildings	8
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Building 1 (gross area)	3259	Building 2 (gross area)	3259	Building 3 (gross area)	3259
Number of One Bed	0	Number of One Bed	0	Number of One Bed	0
Number of Two Bed	4	Number of Two Bed	4	Number of Two Bed	4
Number of Three Bed	0	Number of Three Bed	0	Number of Three Bed	0
Total Units	4	Total Units	4	Total Units	4
Building 4 (gross area)	3259	Building 5 (gross area)	3259	Building 6 (gross area)	3259
Number of One Bed	0	Number of One Bed	0	Number of One Bed	0
Number of Two Bed	4	Number of Two Bed	4	Number of Two Bed	4
Number of Three Bed	0	Number of Three Bed	0	Number of Three Bed	0
Total Units	4	Total Units	4	Total Units	4
Building 7 (gross area)	5111	Building 8 (gross area)	5111		
Number of One Bed	4	Number of One Bed	4		
Number of Two Bed	0	Number of Two Bed	0		
Number of Three Bed	2	Number of Three Bed	2		
Total Units	6	Total Units	6		

Code Configuration Multiple, Single Family Dwellings in a single story

Construction Type Insulated slab on grade beam footings, 2 x 6 wood frame at 24" o.c., wood roof trusses. 2 hour fire separation between units.

Amenities

Range (front control)	Dishwashers	Garbage Disposals	Under cabinet lighting for sink	Bath Exhaust Fans	Kitchen Exhaust fan to exterior	In unit laundry hook ups
Common Laundry	Community Center (Building Rehabbed)	Leasing Office	All units UD & ADA compliant	Zero step entries	Common Play Area	Building Security (cameras)
Covered front entries	ADA compliant refrigerators (Freezer top meets reach requirements)	Common mail center	Vinyl Plank Floors in all areas except bath	Vinyl Sheet floors in Bath		

**PRELIMINARY DEVELOPMENT TIMELINE
CASS POINTE APARTMENTS**

<i>APPLICATION SUBMITTED</i>	<i>SEPTEMBER</i>	<i>2016</i>
<i>AWARDS ANNOUNCED</i>	<i>DECEMBER</i>	<i>2016</i>
<i>CONSTRUCTION BEGINS</i>	<i>AUGUST</i>	<i>2017</i>
<i>CONSTRUCTION COMPLETED</i>	<i>JANUARY</i>	<i>2019</i>
<i>TENANTS OCCUPY</i>	<i>FEBRUARY</i>	<i>2019</i>



Existing Projects

- CHOICES, St Charles, MO (2008)
- Crawford Commons Apartments, Cuba, MO (2014)
- Holt Apartments, Jefferson City, MO (2015)
- Warrensburg Apartments, Warrensburg, MO (2017)

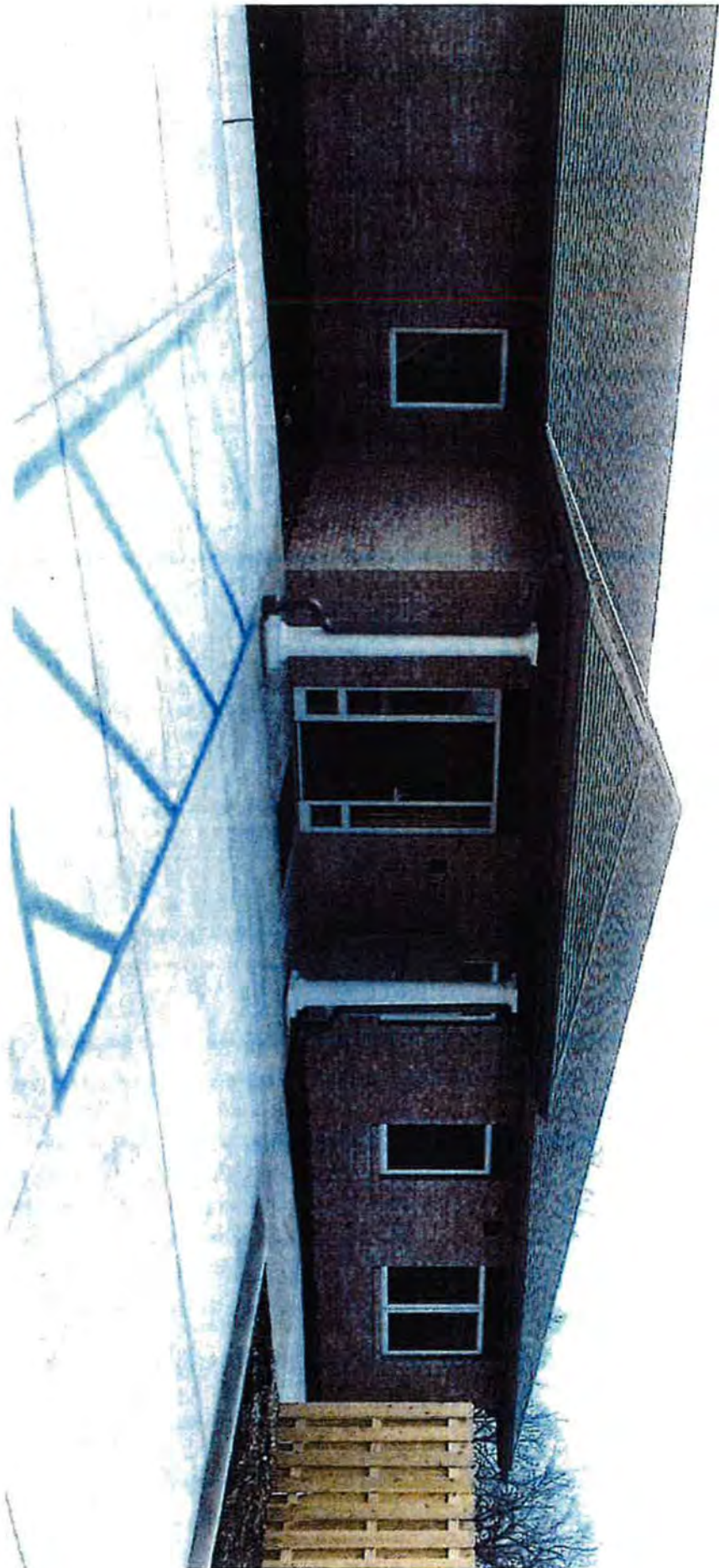


CHOICES

St. Charles, Missouri



Crawford Commons Apartments
Cuba, Missouri



Holt Apartments
Jefferson City, Missouri



Warrensburg Apartments Compass Health Network

Compass Health Network's newest housing complex:

- 35 apartment units.
- 5 one bedroom / 30 two bedroom units.
- Leasing office with compliance office for all housing projects in the network.
- 100% accessible to the disabled, features enhanced accessibility features for the blind.
- Energy efficient heating and cooling system.
- Energy efficient LED lighting.



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SECTION VI

A

BILL NO. 2016-101

ORDINANCE NO.

AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2016.

WHEREAS, the City of Belton Charter Section 3.12 requires an independent audit of all city accounts and a management report at least once a year in accordance with generally accepted accounting principles; and

WHEREAS, the Federal government requires recipients of Federal grants of at least \$750,000 in a single fiscal year to receive an OMB A-133 compliance audit.

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

Section 1. That the engagement letter of Troutt, Beeman and Company, P.C. to conduct the FY2016 City audit and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is hereby approved. A copy of the engagement letter shall be attached and considered part of this ordinance.

Section 2. That the Mayor is hereby authorized and directed execute the letter on behalf of the City.

READ FOR THE FIRST TIME:

September 27, 2016

READ FOR THE SECOND TIME AND PASSED:

September 27, 2016

Mayor Jeff Davis

Approved this 27th day of September, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 27th day of September, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 27th day of September, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

September 6, 2016

Mr. Jeff Davis, Mayor
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Belton, Missouri (the City), as of March 31, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended March 31, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management Discussion and Analysis
- Missouri Local Government Employees Retirement System
- Schedules of Revenues, Expenditures, and Changes in Fund Balance--Actual and Budget--Major Funds

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
Page Two

Supplementary Information

Supplementary information other than RSI will accompany the City's basic financial statements as of March 31, 2016. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Balance Sheets of Non-Major Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance--Non Major Funds
- Schedule of Expenditures by Department
- Budgetary Comparison Schedules--Major Governmental Funds
- Budgetary Comparison Schedules--Non-Major Funds
- Fund Descriptions

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Unaudited Information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information

The statistical information will not be audited.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
Page Three

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
Page Four

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City as of March 31, 2016. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
Page Five

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period; including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
Page Six

8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
Page Seven

financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Michael E. Groszek, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the audit services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. He will also present the audit to the City Council at one public meeting.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the audit will be:

Audit and preparation of Financial Statements	\$37,000
Single Audit	\$16,000

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City personnel to assist in the preparation of schedules and analyses of accounts. This effort could reduce our time requirements and facilitate the timely conclusion of the audit.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
September 6, 2016
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Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Troutt, Beeman & Co., P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Troutt, Beeman & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

Mr. Jeff Davis, Mayor
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Page Nine

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Non-Attest Services

As part of our audit we will perform the non-attest services of assisting you in preparing the financial statements, notes to the financial statements, and the supplemental information. With respect to the non-attest services we perform, management is responsible for a) making all management decisions and performing all management functions; b) assigning a competent individual to oversee the services; c) evaluating the adequacy of the services performed; d) evaluating and accepting responsibility for the results of the services performed; and e) establishing and maintaining internal controls, including monitoring ongoing activities.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,



TROUTT, BEEMAN & CO., P.C.
Harrisonville, Missouri

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Belton, Missouri, by:

Title: _____

Date: _____

SECTION VI

B

BILL NO. 2016-102

ORDINANCE NO. 2016-

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE MAINTENANCE AND SERVICE AGREEMENT WITH STRYKER CORPORATION TO PROVIDE MAINTENANCE AND SERVICE TO THE DEPARTMENT'S POWER LOAD SYSTEMS, POWER COTS, AND STAIR CHAIRS.

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

WHEREAS, in Fiscal Year 2015 the city council authorized the Fire Department to accept a Fire Act Grant to purchase and in fact purchase three (3) Stryker Power Load Systems at a total cost of \$67,394.29; and

WHEREAS, in Fiscal Year 2011 & 2015 the city council authorized the Fire Department to purchase three (3) Stryker Power Cots at a total cost of \$38,648.28; and

WHEREAS, in Fiscal Year 2007 the city council authorized the Fire Department to purchase three (3) Stryker Stair Chairs at a total cost of \$11,613.75; and

WHEREAS, this attached Maintenance and Service Agreement herein incorporated by release to this ordinance will allow the department to continue maintaining and servicing the department's power load systems , power cots, and stair chairs and keep the department current with state regulations; and

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

Section 1. That the City Council hereby authorizes and herein attached and requested as exhibit "A" approves the Maintenance and Service Agreement with Stryker Corporation to provide maintenance and service for the three (3) power load systems, three (3) power cots, and three (3) stair chairs; and

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

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

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

Read for the first time: September 27, 2016

Read for the second time:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor, Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: September 22, 2016 **AGENDA DATE:** **September 27, 2016**

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

DEPARTMENT: Fire

Approvals

Engineer: ☐ Dept. Dir: ☐ Attorney: ☐ City Manager.: ☐

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

ISSUE/REQUEST

Need to renew the Maintenance and Service Agreement with Stryker Corporation for maintenance and service on the department's power cots, stair chairs and power load systems on the ambulances.

PROPOSED CITY COUNCIL MOTION

Approve the Maintenance and Services Agreement with Stryker Corporation for maintenance and service on the department's power cots, stair chairs and power load systems on the ambulances.

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

The department has purchased three (3) Stryker Power Load systems for the three (3) medic units.

The department has purchased three (3) Stryker Power-Power PRO XT+ Cots for the three (3) medic units.

The department has purchased three (3) Stryker Stair Chairs for the three (3) medic units.

The state of Missouri Department of Health and Senior Services requires any EMS agency that uses power cots, stair chairs, and power load systems to have a maintenance and service agreement in place.

IMPACT/ANALYSIS:

This is an on-site Comprehensive Coverage Plan.

It is a three year agreement with payments paid annually and is in the FY17 Budget.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 7,244.10
Amount Budgeted:	\$ 0
Funding Source:	General Fund/ Maintenance Agreement 010-3600-400-2015
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 25,519.26

TIMELINE:	START: 70	FINISH:
------------------	------------------	----------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The Power Load Systems and Power Cots were purchased by a grant in FY15.

STAFF RECOMMENDATIONS:

Approve recommendation by staff.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Physio Control-Maintenance and Service Agreement

Sales Rep Name:
ProCare Service Rep: Kevin Thomas

3800 E. Centre Ave
Portage, MI 49009

Date: 6/9/2016
ID #: 160609115214

PRO CARE PROPOSAL SUBMITTED TO:

Account Number: 1094998
Account Name: Belton Fire Department
Account Address: 16300 N Mullen Rd
City, State Zip: Belton, MO 64012

Name: Doug McGuire
Title:
Phone:
Email:

PRO CARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6500	Power-PRO XT	EMS Protect +	2	3		\$6,990.00
2	6506	Power-PRO XT	EMS Protect +	1	3		\$3,495.00
3	6252	Stair-Pro	EMS Protect	3	3		\$1,497.00
4	6390	Power-LOAD	EMS Protect	3	3		\$12,165.00

PROGRAM INCLUDES:

EMS Protect:

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

EMS Protect +:

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, SMRT battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

Maintenance Inspection-Past Useful Life

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

	ProCare Total	\$24,147.00
	Discount	10%
	FINAL TOTAL	\$21,732.30

Start Date: 8/15/2016
End Date: 8/14/2019

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

PAYMENT SCHEDULE

<u>Date</u>		<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance							\$	21,732.30
6/1/2016	\$	7,244.10	\$	-	\$	14,488.20	\$	14,488.20
6/1/2017	\$	7,244.10	\$	-	\$	7,244.10	\$	7,244.10
6/1/2018	\$	7,244.10	\$	-	\$	-	\$	-

EXHIBIT A

SERIAL NUMBER SHEET		
Item No.	Model	Serial Number
1	6500	110143026
2	6500	110143027
3	6506	140740439
4	6252	060440261
5	6252	060540738
6	6252	060540699
7	6390	150240700
8	6390	150240701
9	6390	150841374

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, a division of Stryker Corporation, hereinafter referred to as Stryker, and the City of Belton, by and through its Fire Department, hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. COVERAGE AND TERM

The product service plan coverage, term, start date, and price of the Service Plan appear on the Service Agreement attached and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the "Equipment").

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement after notification and consent of the Customer.

5. SERVICE INVOICING/PAYMENT DEFAULT

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, your payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within forty-five (45) days of the date of the invoice. Failure to comply with Net 45 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

6. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

7. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

8. OPERATION MAINTENANCE

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

9. SERVICE PLAN WARRANTY AND LIMITATIONS

During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinabove described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker.

10. WAIVER EXCLUSIONS

No failure to exercise, and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

11. LIMITATION OF LIABILITY

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the sole negligence of Stryker as determined by a court of law.

12. TERMINATION

The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

13. FORCE MAJEURE

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay.

Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

14. INDEMNIFICATION

Stryker shall indemnify and hold Customer harmless from any claim, liability, loss, damage, cost or expense that Customer may incur by reason of or arising out of (1) any injury (including death) to any person arising from Stryker's providing services pursuant to this Agreement, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence, or willful misconduct or omissions by Stryker or Stryker's employees agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified, altered or repaired by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Subject to and without waiving Customer's rights of sovereign immunity, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.

15. INSURANCE REQUIREMENTS

Stryker shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of \$1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program crafted by Stryker and reasonably accepted by Customer.

16. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

17. COMPLIANCE

To the extent required by law the following provision applies: Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder.

Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

18. HIPAA

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent Stryker in the future becomes a business associate of Customer, the parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

19. ASSIGNMENT

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.

20. SEVERABILITY OF PROVISIONS

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

21. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.

SECTION VII

A

R2016-35

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE AND CITY MANAGER TO APPLY TO THE MISSOURI DEPARTMENT OF PUBLIC SAFETY TO PARTICIPATE IN THE LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM.

WHEREAS, the United States Department of Defense (DOD) has a program to transfer surplus military equipment to federal and state agencies for counter-drug activities, and

WHEREAS, the Missouri Department of Public Safety (DPS) manages the program for the state of Missouri, and

WHEREAS, the program was previously named the "1033 Program" in 1997, and

WHEREAS, The City of Belton Police Department has participated in the "1033 Program" for many years, and

WHEREAS, in 2016 the "1033 Program" has been renamed the LESO Program requiring a new application.

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

Section 1. The Chief of Police and City Manager are authorized to apply with the Missouri Department of Public Safety to participate in the LESO Program.

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

Duly passed and approved this 27th day of September, 2016

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 27th day of September, 2016, and adopted at a regular meeting of the City Council held the 27th day of September, 2016 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION VII

B

A RESOLUTION APPROVING A FIRST AMENDMENT TO A SERVICES AGREEMENT
BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ BENEFITS AND
INSURANCES SERVICES, INC.

Whereas, the Affordable Care Act (ACA) has created reporting and tax requirements on large employers with 50+ full-time employees.

Whereas, CBIZ Benefits and Insurance Services Inc., developed a software program for its clients to help minimize the compliance risk associated with the Affordable Care Act; and

Whereas, the City of Belton entered into a Services Agreement in 2015 with CBIZ Benefits and Insurance Services for CBIZ ACA CheckPoint software to help manage the requirements the Affordable Care Act; and

Whereas, the City of Belton desires to approve the First Amendment to Services Agreement, a services agreement with CBIZ Benefits and Insurances Services, Inc., with the primary amendment to increase the annual rate to \$2,450.00, attached hereto as Exhibit A.

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

Section 1. That the First Amendment to the Services Agreement herein incorporated and attached as Exhibit A, between the City of Belton and CBIZ Benefits and Insurances Services, Inc., is hereby approved.

Section 2. The Mayor is authorized and directed to execute the Agreement on behalf of the City.

Section 3. That this resolution shall be in full force and effect after passage and approval.

Duly read and passed this 27th day of September, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 27th day of September, 2016, and adopted at a regular meeting of the City Council held the 27th day of September, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT is made and entered by and between City of Belton, Missouri ("Employer") and CBIZ Benefits & Insurance Services, Inc. ("CBIZ").

WHEREAS, the parties have entered into a certain Services Agreement effective March 24, 2015 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as specifically set forth below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

I. The parties agree that the effective date of the Agreement shall be revised to August 1 and the Agreement will renew for each Renewal Term on August 1 of each year hereafter.

II. The parties agree that Section 11 of the Agreement shall be revised by inserting the following bold text at the beginning of the last sentence of that section: **Subject to and without waiving Employer's rights of sovereign immunity**, Employer agrees to indemnify and hold harmless CBIZ...".

III. Addendum B to the Agreement shall be deleted in its entirety and the new Addendum B, attached hereto, shall be inserted in its place and made a part of the Agreement.

IV. The effective date of this First Amendment is August 1, 2016.

V. The parties to this First Amendment hereby agree to ratify and renew all other terms and conditions of the Agreement, unless specifically modified herein, and acknowledge that the Agreement and this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, CBIZ and Employer have caused this First Amendment to Services Agreement to be executed on the date written below.

Employer
City of Belton, Missouri

CBIZ Benefits & Insurance Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM B
FEE FOR SERVICES**

Employer agrees to pay CBIZ the following fees:

	Group Size	Annual Base Fee
<input type="checkbox"/>	0 - 249	\$1,750
<input checked="" type="checkbox"/>	250 - 1000	\$2,450
<input type="checkbox"/>	1001 and up	\$3,750

Other Fees:

- Electronic Filing – included
- Additional EINs - \$250 each
- Fulfillment - \$3.25 per 1095-C

The fee for the 2016 reporting year is due upon execution of the Amendment. Thereafter, the fee for each Renewal Term will be due on or before August 1 of each year. CBIZ reserves the right to modify the fees outlined above by notifying Employer in writing at least thirty (30) days prior to the effective date of any such fee modification. A modification in the fee communicated to Employer, either by US mail or electronically, will not require an amendment to the Agreement to be effective. Employer acknowledges and agrees that fees are paid in advance for each term and there will be no pro rata refund of any fees in the event the Agreement is terminated prior to the end of any term.

CBIZ has been and will continue to be committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.



SERVICES AGREEMENT

This Agreement made by and between City of Belton, Missouri ("Employer") who sponsors a group employee benefits plan ("Plan") and CBIZ Benefits & Insurance Services, Inc. ("CBIZ"), who will provide for Employer one or more of the services more fully described herein and as indicated below.

WHEREAS, in accordance with the terms set forth below, CBIZ will perform the services described herein in accordance with the provisions of the Internal Revenue Code, as amended ("IRC") and the Public Health Services Act, as amended ("PHS"), without assuming any responsibility as a plan administrator or plan sponsor under the Plan, and without assuming any responsibility for continuation or extension of coverage laws unless specifically agreed to elsewhere in this Agreement.

CBIZ will perform the following services effective March ²⁴ 2015:

CBIZ ACA CheckPoint Services (Addendum A)

The Terms of Agreement and all applicable Addendums are attached hereto. Employer and CBIZ have read the Terms of Agreement and all attached Addendums and agree to be bound by their terms.

Employer

CBIZ Benefits & Insurance Services, Inc.

City of Belton, Missouri

By: Jim Davis

Title: Mayor

Date: 3/26/15

By: Nancy M. McLeod

Title: Executive Vice President

Date: 3/26/2015

TERMS OF AGREEMENT

1. Services Provided by CBIZ. CBIZ will perform one or more of the services selected by Employer and pursuant to the services outlined on Addendum A, attached hereto and made a part hereof. The specific services to be performed for Employer shall be determined by CBIZ and Employer and may be modified from time to time as agreed upon between the parties.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venturer relationship between the parties. The parties agree that the relationship between CBIZ and Employer shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed by them hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. Requests of Information. Employer acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from Employer, which is necessary to enable CBIZ to adequately perform its duties hereunder. Employer shall, within fifteen (15) days of the mailing or hand delivery of such request, furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by Employer if all the requested information is not furnished within the time period set forth in this paragraph.
4. Reliance on Employer Provided Information. All information supplied to CBIZ by Employer shall be provided in writing or in such electronic media as is acceptable to the parties and such information shall be true and correct to the best of Employer's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of Employer and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, Employer will, if applicable, pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. Employer shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. Plan Administration and Fiduciary Responsibilities. Employer is the Plan's fiduciary, whether named or otherwise, and plan administrator, not CBIZ. Nothing contained in this Agreement shall be deemed to make CBIZ a fiduciary to the Plan. Employer is solely responsible for all administrative duties incident to the maintenance of the aforementioned Plan, including general compliance with the IRC, PHS, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272 ("COBRA") or any other federal, state or local laws or regulations that may have bearing on this Plan.

CBIZ, its officers, employees and agents are not Plan fiduciaries and shall not perform any functions which might, in the opinion of CBIZ, result in the classification of CBIZ, or any of its officers, employees or agents as a "fiduciary". Employer acknowledges that CBIZ has no discretionary authority, control or responsibility over the Plan or over the administration of Plan assets. CBIZ will execute requested transactions involving the Plan only after receiving the appropriate authority from Employer, named representative(s) or other properly identified fiduciary (ies).

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through Employer. Employer bears responsibility to direct such questions to its legal counsel and accountant.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Employer with independent industry data and information for Employer and its management to materially utilize in making decisions related to Employer's group health insurance and related coverages. Employer will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Employer is

responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

6. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addendums attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator or party-in-interest to the Plan.

CBIZ's liability regarding processing and recordkeeping errors shall be limited only to substantiated and proven direct damages and the correction of such errors that are reported to CBIZ within thirty (30) days of receipt of said erroneous reports, records or information by Employer. CBIZ shall not be liable for losses incurred by the Plan or a Plan participant for indirect, special or consequential damages arising out of any breach of this Agreement.

7. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement by another third party provider. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 14 of this Agreement.
8. Indemnification. Subject to the limitations stated in Section 6 above and notwithstanding any other provision to the contrary, each party to this Agreement (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorneys' fees and taxes) arising out of, or in connection with, any breach of the Indemnifying Party's responsibilities under this Agreement which are found to constitute gross negligence or willful misconduct. The provisions of this Section shall survive termination of this Agreement for a period not to exceed three (3) years from the date of termination of this Agreement, and shall be binding on the parties' successors and assigns.
9. Fees. The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.
10. Confidentiality. Each party agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to the other party's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, computer programs, manuals, reports, processes and methods that each party may have become privileged to during the course of this Agreement. The parties acknowledge that Employer may disclose confidential and important Protected Health Information ("PHI") to CBIZ as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Execution of this Agreement indicates each party's acceptance to the terms of Addendum C, Business Associate Agreement, attached hereto and made a part hereof. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. A copy of CBIZ's privacy practices regarding Employer's nonpublic personal information is available upon request. The provisions of this Section 10 shall survive the termination of this Agreement.
11. Authorization to Disclose Employer Information. Employer authorizes CBIZ to share Employer information with other CBIZ affiliated companies for the limited purpose of providing other services for Employer by a CBIZ affiliated company. Employer further authorizes CBIZ to provide Employer information to approved third party vendors who are providing services for Employer; however CBIZ will not disseminate any information to any third party unrelated to CBIZ without Employer's written authorization. Employer agrees to indemnify and hold harmless CBIZ, its officers, directors, employees and agents against any loss, liabilities, demands, claims, actions and expenses arising out of or in connection with CBIZ providing information to any third party as authorized by Employer and provided for in this Section.

12. Ownership of CBIZ Intellectual Property. CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.
13. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Benefits & Insurance Services, Inc.
11440 Tomahawk Creek Parkway
Lenexa, Kansas 66211
Attn: General Counsel

Employer: City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

14. Term and Termination. This agreement is effective March 2, 2015, and will remain in effect for a twelve (12) month period from and after the effective date stated (the "Initial Term"). Thereafter, subject to Employer's annual appropriation, this Agreement shall renew for additional twelve (12) month terms (each a "Renewal Term"), unless terminated earlier by CBIZ or Employer with written notice ninety (90) days prior to the end of the Initial Term. In the event the Agreement is renewed for any Renewal Term(s), the Agreement may be terminated by either party with written notice ninety (90) days prior to the end of any Renewal Term. Notwithstanding anything stated herein to the contrary, either party may terminate this Agreement at any time upon an event of breach or default by the other party. Upon termination, CBIZ shall have a reasonable amount of time to transfer account records information in accordance with the written instructions of Employer. CBIZ shall be entitled to receive all of the revenue due through the end of any term of the Agreement plus reasonable costs related to termination, including without limitation costs of generating termination related reports and accounting. CBIZ shall have no responsibility to release any records, plan data, electronic files or other information to Employer until CBIZ has received payment in full for any compensation due and owing to CBIZ pursuant to this Section and Section 9 above for services performed prior to termination of this Agreement.

Notwithstanding anything stated to the contrary herein, Employer acknowledges and agrees that this Agreement will only be in effect for so long as CBIZ is Employer's exclusive consultant or broker of record for the core lines of coverage in Employer's benefit program. For purposes of this Agreement, the core lines of coverage shall include medical, dental and vision. In the event Employer terminates CBIZ as the broker of record for any or all of the core lines of coverage, CBIZ reserves the right to immediately terminate Employer's use of CBIZ ACA Checkpoint. Employer acknowledges and understands that CBIZ ACA Checkpoint is not for sale as an independent product or service and will not be available to Employer in the event CBIZ is not the broker of record or primary benefits consultant on Employer's benefit plans.

15. Amendment. The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.
16. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
17. Severability. In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.

18. Successor and Assigns. This Agreement and all Addendums shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent.
19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Missouri (state or federal) over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
20. Entire Agreement. This Agreement and all attached Addendum(s) contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.
21. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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ADDENDUM A
CBIZ ACA CHECKPOINT
SCOPE OF SERVICES

The CBIZ ACA CheckPoint Dashboard tool is a cloud management tool that provides continually updated ACA reporting and documentation in order to minimize the compliance risk associated with the Affordable Care Act's (ACA) Employer Shared Responsibility requirements. Using current employer-specific payroll information, the Dashboard aids in workforce management and ongoing decision making related to the aspects of the ACA that most impact Employer.

CBIZ ACA CheckPoint will have the following capabilities for CBIZ clients:

- A. Phase 1: Initial upload of historical data through data dump or Data Template, then ongoing uploads to the Dashboard by Employer on a per pay period basis.
 - 1. Employer selects length of Measurement, Administrative and Stability Periods on the Set-Up page
 - A. Uses the payroll data supplied to track employees through Measurement, Administrative and Stability Periods
 - B. Identifies Ongoing and New Variable Hour Employees in Measurement Periods
 - C. Provides detailed reporting either through printed reports or export to Excel
 - D. In the current Measurement Period, projects which employees are trending to calculated Full-Time and Non Full-Time state for the next Stability Period
 - E. Indicates which employees are calculated Full-Time in a current Stability Period
 - F. Gathers the information for the IRS reporting for Applicable Large Employers and will create the forms required for IRS filing of 1094 and 1095 forms based on the category of ALE (e.g., self-funded insurers are required to file different forms/formats from fully-insured plans).
 - G. Tracks Full-Time Equivalent Employees (FTEs) in real time on a monthly basis
 - H. Based upon information provided by Employer, indicates the minimum salary requirement to meeting the Affordability standard for health plan coverage, using the safe harbor that indicates that the employee-only portion of the lowest cost plan option cannot be more than 9.56% of a Full-Time Employee's annual salary (as shown on Box 1 of the calendar year's W-2) and will add the Federal Poverty Level determination to the current functionality.
 - I. Indicates which employees may not be meeting the Affordability standard based upon salary information provided.
- B. Phase 2: Upload of employee health plan historical data via Data Template, such as type of coverage (Employee Only, Employee + Spouse, Employee + Children, Family), plan enrolled in (if more than one plan is offered to employees), waivers of coverage, listing of who is covered, SS#, date of birth, etc. and then ongoing data uploads to the Dashboard by Client.
 - 1. This information used to populate 1094, 1095 reporting requirements for employers
 - 2. Provide PDF version of applicable 1094/1095 Employee and IRS submission forms for Employer distribution to employees and IRS.

Disclaimer

1. Employer is solely responsible for the integrity of the data provided for the CBIZ ACA CheckPoint tool initial upload of historical data and subsequent data uploads on an ongoing basis. While CBIZ and its partner, SyncStream, will aid in the file set up and import to the Dashboard, the actual data provided must come from Employer directly. The tool will only be as good as the data provided.
2. While SyncStream will prepare the 1094 and 1095 required Employer and Employee forms (still in draft form at the present date), it will be Employer's responsibility to check for accuracy and to complete the filing of these forms with the IRS and distribution to employees.
3. This tool should not be construed as Legal, Financial, Tax or other professional advice. Employer should always consult with a legal and trusted advisor when making decisions regarding ACA compliance and reporting.
4. CBIZ and its partner, SyncStream are not liable for any taxes, penalties or related fees associated with Employer Shared Responsibility obligations.

ADDENDUM B

FEE FOR SERVICES

Employer agrees to pay CBIZ the following fees:

Total Number of Employees	One-Time Set Up Fee	Annual Base Fee	Total First Year Fees
0 - 249 <input type="checkbox"/>	\$ 500	\$ 675	\$1,175
250 - 1000 <input checked="" type="checkbox"/>	\$1,500	\$1,045	\$2,545
1001 + <input type="checkbox"/>	\$3,000	\$1,545	\$4,545
Multiple Employer/Control Group <input type="checkbox"/>	\$75 per EIN		

The fee for the first year is due upon execution of the Agreement. Thereafter, the fee for each Renewal Term will be due on or before anniversary of the effective date of the agreement each year. CBIZ reserves the right to modify fees outlined above by notifying Employer in writing at least thirty (30) days prior to the effective date of any such fee modification.

CBIZ has been and will continue to be committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.



ADDENDUM C

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between City of Belton, Missouri Health Plan ("Covered Entity") and CBIZ Benefits & Insurance Services, Inc. ("Business Associate").

RECITALS:

- A. Business Associate provides certain services to Covered Entity, and such business relationship may be governed by one or more separate agreements. Such agreement or agreements are collectively referred to herein as the "Agreement."
- B. To carry out its obligations under the Agreement, Business Associate may create or receive from or on behalf of Covered Entity Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule").
- C. The Privacy Rule and 45 C.F.R. Parts 160 and 164, Subparts A and C (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.
- D. Covered Entity and Business Associate desire to make this Agreement in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

DEFINITIONS

- 1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").
- 1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.
- 1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.
- 1.4 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. § 164.410(a)(2).
- 1.5 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in the Security Rule.
- 1.6 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.
- 1.7 "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.
- 1.8 "Individual" shall have the same meaning as the term "individual" in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- 1.9 "Protected Health Information" shall have the same meaning as the term "protected health information" in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.10 "Required by Law" shall have the same meaning as the term "required by law" in the Privacy Rule.
- 1.11 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS").
- 1.12 "Security Incident" shall have the same meaning as the term "security incident" in the Security Rule.
- 1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. Parts 160 and 162 (the "Transactions Rule").

1.14 "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the Breach Notification Rule.

II.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and/or any potential Security Incident.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to restrictions, requirements and conditions substantially similar to those that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity. In the event an individual requests such access or amendment directly from Business Associate, Business Associate shall, in its sole discretion, either provide the requested access or make the requested amendment or promptly forward such request to Covered Entity. Any denials of requests by individuals for access or amendment shall be the responsibility of Covered Entity.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document its disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, in a time and manner reasonably designated by Covered Entity, information collected in accordance with this Section to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver, or cause to be prepared and delivered, any such accounting requested.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information which Business Associate believes is Required by Law. Business Associate shall provide Covered Entity with a copy of such request and shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Standard Transactions. To the extent that, under the Agreement, Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Transactions Rule.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III.

PERMITTED USES AND DISCLOSURES OF

PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

3.1 Use or Disclosure to Provide Services Under the Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree such de-identified data is not subject to the terms of this Agreement.

3.5 Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

3.6 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. § 164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to

accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV.

RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Covered Entity represents and warrants that its notice of privacy practices complies with applicable requirements of the Privacy Rule and/or Security Rule.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under this Agreement.

V.

TERM AND TERMINATION

5.1 Term. The term of this Agreement shall be effective as of the date first written above and shall expire when all of the Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 5.3 of this Agreement.

5.2 Termination. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity may undertake any of the following: (i) provide an opportunity for Business Associate to cure the breach subject to the right of Covered Entity to terminate, without penalty, this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days of receiving notice of such breach or violation from Covered Entity; or (ii) if Covered Entity reasonably determines that neither termination nor cure are feasible, Covered Entity may report the violation to the Secretary.

5.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(c) For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required by Law or otherwise necessary for Business Associate's proper management and administration.

VI.

MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under HIPAA or any existing standards are amended, including without limitation the Privacy Rule, the Security Rule, and/or the HITECH Act, the parties agree to enter into a mutually acceptable amendment to this Agreement to enable the parties to satisfy their obligations under such additional or amended standard(s).

VII.
MISCELLANEOUS

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule or any other standard promulgated under HIPAA or the HITECH Act means the section as in effect or as amended.

7.2 Survival. Any provision of this Agreement which by its terms imposes an obligation after termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

7.3 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

7.4 Interpretation; Entire Agreement; Amendment. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Agreement. This Agreement may be amended only by written agreement between the parties.

7.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

7.6 General Terms. It is expressly agreed that the Business Associate is an independent contractor, not an employee or agent, of the Covered Entity. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Missouri over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ, Inc. or any of its subsidiaries and any of their respective personnel, current or former.

7.7 Limitation on Damages. Business Associate and its personnel shall not be liable to the Covered Entity for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, but not limited to attorneys' fees) in any way arising out of this Agreement in any amount greater than the total amount of the fees paid by the Covered Entity to Business Associate in the twelve (12) month period immediately preceding the incident giving rise to the such claims, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of Business Associate.

SECTION XI

A

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name City of Belton, Missouri	2 Issuer's employer identification number (EIN) 44 6000137
3 Number and street (or P.O. box if mail is not delivered to street address) 16400 North Mullen Road	Room/suite
4 City, town, or post office, state, and ZIP code Belton, Missouri 64012	5 Report number (For IRS Use Only) 816-348-7400
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Todd Spalding, Director	7 Telephone number of officer or legal representative 816-348-7400

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	64,346	00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) 04/01/2016			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a	64,346	00
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: Municipal Asset Management, Inc.			
13 Vendor's or bank's employer identification number: 3 6 4 5 4 6 3 4 6			

Signature and Consent

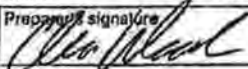
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Alan Woolever	Preparer's signature 	Date 3/26/2016	Check <input type="checkbox"/> if self-employed	PTIN P01062536
Firm's name Gilmore & Bell, P.C.	Firm's EIN 43-1611738	Phone no. 816-221-1000		
Firm's address 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's NewThe IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

