



**Agenda of the Belton City Council  
Regular Meeting  
November 24, 2020 – 6:00 p.m.  
520 Main Street, Belton Missouri  
<https://www.belton.org/watch>**

**Due to an increase in COVID-19 cases in the area, this meeting will be closed to the public.  
Members of the public may observe and attend the meeting at the URL location above.**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Apple Valley street reconstruction
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Finn
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. 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 November 10, 2020, City Council Meeting.**

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B. Motion approving Resolution R2020-80

**Resolution approving Cigna for employee provided health insurance, US Able employee provided long term disability insurance, Delta Dental employee provided dental insurance, and Superior Vision employee provided vision insurance beginning January 1, 2021.**

This resolution was originally presented to the City Council on October 27, 2020. A clerical error was found and therefore, it is being presented again. There are no substantive changes to the document itself.

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C. Motion approving Resolution R2020-85

**A resolution accepting the donation of one 40' Conex shipping container from a local business owner for the Belton Fire Department, to be used for training purposes.**

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D. Motion approving Resolution R2020-86

**A resolution approving the purchase of one 2021 Chevrolet 1500 and associated equipment in the amount of \$46,651.00 and approve the disposal/sale of truck #808 through the City of Belton's auction service provider.**

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E. Motion approving Resolution R2020-87

**A resolution approving the purchase of air purification equipment and installation in nine City buildings including the Wellness Center, Senior Center, Memorial Station, City Hall Annex, City Hall, Fire Stations 1 and 2, and Eagles Landing Golf Course clubhouse from Siemens Industry, Inc. in the not-to-exceed amount of \$52,023.00, to be purchased from the CARES Act.**

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IX. REGULAR AGENDA

A. Motion approving the final reading of Bill No. 2020-51

**An ordinance approving the 2021 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the Regional Household Hazardous Waste Program.**

- B. Motion approving the final reading of Bill No. 2020-52  
**An ordinance of the City of Belton, Missouri approving a cooperative agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light traffic control system in the amount of \$8,400.**
- C. Motion approving the first reading of Bill No. 2020-53  
**An ordinance approving the Final Plat for Traditions Third Plat, a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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- D. Motion approving the first reading of Bill No. 2020-54  
**An ordinance approving the Final Plat for Traditions Fourth Plat, a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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- E. Motion approving the first reading of Bill No. 2020-55  
**An ordinance of the City Council of the City of Belton, Missouri amending Chapter 2, Article IV, Division 2 of the Code of Ordinances, City of Belton; enacting new provisions relating to the City's purchasing policy; and adopting the City of Belton purchasing policy.**

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- F. Motion approving the first reading of Bill No. 2020-56  
**An ordinance approving for a twenty-foot (20') natural gas easement overlaying the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive, for Spire Missouri, Inc., adjacent to the West edge of Seabee Drive to install a natural gas line to provide heat to all the buildings that are a part of the Public Works Facility.**

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G. Motion approving the first reading of Bill No. 2020-57

**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the new Public Works Facility project and decreasing the budget for the Public Works Department.**

This ordinance will amend the current year budget to increase the budget for the Public Works Facility by \$124,000 and decrease the budget for outside engineering services by \$124,000 for an overall impact of \$0.

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X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

December 2020/January 2021 City Council Meetings – 6:00 p.m.

December 8, 2020

December 22, 2020

January 12, 2021

January 26, 2021

XIII. COMMUNICATIONS FROM CITY COUNCIL

XIV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

# **SECTION VIII**

## **A**

**Minutes of the Belton City Council**  
**Electronic Meeting**  
<https://www.belton.org/watch>  
**November 10, 2020**

Mayor Davis called the electronic meeting to order at 6:00 p.m.

Mayor Davis led the Pledge of Allegiance to the Flag.

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

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

**CONSENT AGENDA**

Councilmembers Savage and Lathrop asked the Council to please remove item D from the Consent Agenda and discuss under separate action.

Councilmember Lathrop asked the Council to please remove items E and F from the Consent Agenda and discuss under separate action.

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

- **approving the minutes of the October 27, 2020, City Council Meeting.**
- **authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- **approving Resolution R2020-81: A resolution authorizing the City of Belton, Missouri through the Belton Police Department to purchase 45 Tasers, equipment and on-line training services from Axon Enterprises, Inc.**

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

D. Andrea Cunningham, City Clerk, read Resolution R2020-82: **A resolution approving the use of ETC Institute, a market research and community survey services firm, to design, administer, analyze and report statistically valid data regarding recycling interest in the City of Belton, Missouri with said survey paid via 80/20 grant from MARC.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Councilmember Savage asked if anyone is currently taking recycling. Alexa Barton, City Manager, said WCA, our current hauler, has a recycling program, but there is a cost associated. The survey will gauge citizen interest. Councilmember Clark said he thought the Council already approved this item. Ms. Barton said the grant was already approved, but this is approving the survey. Vote on the resolution was recorded with all voting in favor. Resolution passed.

E. Ms. Cunningham read Resolution R2020-83: **A resolution approving Task Agreement 2020-6 with Wilson and Company to complete a watershed study for drainage**

**improvements in the area of Hargis Gardens neighborhood in the not-to-exceed amount of \$84,500.00.**

Presented by Councilmember Peek, seconded by Councilmember Savage. Councilmember Lathrop asked if we had done this before. Ms. Barton said this is south of 58 Highway. We haven't done this area before. Vote on the resolution was recorded with all voting in favor. Resolution passed.

F. Ms. Cunningham read Resolution R2020-84: **A resolution approving an agreement between the City of Belton, Missouri and Baker Tilly and authorizing the execution of the same.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. Councilmember Lathrop asked what this agreement was for. Ms. Barton said it's for the Chief Building Official position. Staff has had this position advertised for months without much interest. Vote on the resolution was recorded with all voting in favor. Resolution passed.

## **REGULAR AGENDA**

Ms. Cunningham read Bill No. 2020-50: **An ordinance of the City of Belton, Missouri, calling for and establishing the date of the General City Election for Municipal Officers to be held on April 6, 2021.**

Presented by Councilmember Trutzel, seconded by Councilmember Finn. Vote on the first reading was recorded with all voting in favor. **Councilmember Clark moved to hear the final reading.** Councilmember Finn seconded. Vote to hear the final reading was recorded with all voting in favor except for Councilmember Davidson who voted no. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Finn. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-50 was declared passed and in full force and effect as **Ordinance No. 2020-4596**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-51: **An ordinance approving the 2021 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the Regional Household Hazardous Waste Program.**

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

Ms. Cunningham read Bill No. 2020-52: **An ordinance of the City of Belton, Missouri approving a cooperative agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light traffic control system in the amount of \$8,400.**

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

## **CITY COUNCIL LIAISON REPORTS**

Councilmember Davidson gave a Park report.

- The holiday craft fair on November 14 is canceled
- Park staff have been working on the budget for next year
- Park staff are winterizing the outside facilities
- The Park is collecting donations for Operation Santa

Councilmember VanWinkle gave a Public Safety Sales Tax Oversight Committee report. The Committee met on October 28, 2020. There were no concerns from the Committee. The next meeting is April 28, 2021.

## **MAYOR'S COMMUNICATIONS**

Mayor's virtual Christmas Tree Lighting will be November 23 at 5:30 p.m. It will be live streamed on Facebook.

Cleveland Lake was stocked with trout.

The State of the City report was today. It is available on the City's YouTube channel – "City of Belton."

## **CITY MANAGER'S REPORT**

November/December City Council Meetings – 6:00 p.m.

November 24, 2020

December 8, 2020

December 22, 2020

Greg Rokos, Public Works Director, said there were seven more water main breaks in the past two weeks.

Police Chief James Person said the Cass County COVID numbers have surged in the last several weeks. Keep washing your hands, keep your distance, and wear your mask.

## **COMMUNICATIONS FROM CITY COUNCIL**

Ms. Barton said there were a couple of power surges at City Hall in the last month. Staff is researching a generator for the server room.

Being no further business, Councilmember Lathrop moved to adjourn at 6:47 p.m. Councilmember Clark seconded. All voted in favor. Meeting adjourned.

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Andrea Cunningham, City Clerk

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Mayor Jeff Davis



# **SECTION VIII**

## **B**

**RESOLUTION APPROVING CIGNA FOR EMPLOYEE PROVIDED HEALTH INSURANCE, USABLE EMPLOYEE PROVIDED LONG TERM DISABILITY INSURANCE, DELTA DENTAL EMPLOYEE PROVIDED DENTAL INSURANCE, AND SUPERIOR VISION EMPLOYEE PROVIDED VISION INSURANCE BEGINNING JANUARY 1, 2021.**

**WHEREAS**, due to an extensive proposed increase (over 30%) by Blue Cross & Blue Shield (BCBS) to continue providing employee provided health insurance, CBIZ, Inc. the City's benefits consultant, competitively bid employee health insurance coverage. Cigna responded with a 0% increase for all plans, beginning January 1, 2021. In addition, they provided the following rate renewal schedule for the following year:

<b>Medical Cost Ratio (MCR)</b>	<b>Renewal Rate Action Guarantee</b>
Under 75%	Rate Pass
Between 75%-85%	Increase not to exceed 5%
Between 85% and 90%	Increase not to exceed 10%
Between 90%- 95%	Increase not to exceed 15%
Between 95%-100%	Increase not to exceed 20%
Over 100%	No Guarantee

**WHEREAS**, the amount the city contributes for an individual plan will not increase and will be included in the City's FY22 budget at \$630.01 and the amount the city contributes for a family plan remains at \$1,172.68.

**WHEREAS**, New Directions employee provided Employee Assistance Program, administered through BCBS, remains unchanged beginning January 1, 2021. The amount the city contributes for each employee is \$30.24 per year.

**WHEREAS**, USABle employee provided long term disability and life insurance beginning January 1, 2021 will renew with no rate increase and the rate is guaranteed until 12/31/2021. The amount the city contributes for employee long term disability insurance will continue to be \$0.44 per \$100 of covered payroll and \$0.16 per \$1000 of insured payroll.

**WHEREAS**, Delta Dental employee provided dental insurance beginning January 1, 2021 will renew with no rate increase and the rate is guaranteed until 12/31/2021. The amount the city contributes for an individual plan will remain \$43.43 per month and the amount the city contributes for a family plan will remain \$107.36 per month.

**WHEREAS**, Superior Vision employee provided vision insurance beginning January 1, 2021 will renew with no rate increase and the rate is guaranteed until 12/31/2021. The amount the city contributes for an individual plan will remain \$5.78 per month, the amount the city contributes for an employee plus one plan will remain \$11.21 per month and the amount the city contributes for a family plan will remain \$16.45 per month.

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

**SECTION 1.** That the City Council hereby approves Cigna for employee provided health insurance, US Able for long term disability insurance, Delta Dental insurance, and Superior Vision insurance beginning January 1, 2021, and authorizes the City Manager to execute the same.

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

Duly read and passed this \_\_\_\_ day of November, 2020.

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

ATTEST:

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

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

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

AYES:           COUNCILMEN

NOES:           COUNCILMEN

ABSENT:         COUNCILMEN

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

# **SECTION VIII**

## **C**

**R2020-85**

**A RESOLUTION ACCEPTING THE DONATION OF ONE 40' CONEX SHIPPING CONTAINER FROM A LOCAL BUSINESS OWNER FOR THE BELTON FIRE DEPARTMENT TO BE USED FOR TRAINING PURPOSES.**

**WHEREAS**, the Belton Fire Department wishes to acquire Conex shipping containers for the purposes of constructing a firefighter training structure; and

**WHEREAS**, Shamir Bhakta, Owner/Operator of the Fairfield Inn-Belton, possesses and wishes to donate one 40' Conex shipping container along with the cost of transport to the Belton Fire Department; and

**WHEREAS**, the Belton Fire Department wishes to accept donation of the above Conex shipping container.

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

**Section 1.** The City Council hereby approves the receipt of donation of one Conex shipping container and its transport from Shamir Bhakta, Owner/Operator of the Fairfield Inn – Belton, attached as **Exhibit A**.

**Section 2.** The City Council hereby authorizes the Fire Chief, upon receipt of the Conex shipping container, to provide Shamir Bhakta a charitable contribution acknowledgement letter in compliance with Internal Revenue Tax Code and regulations and guidance promulgated and provided thereunder.

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

Duly read and passed this \_\_\_\_ day of November, 2020.

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Mayor Jeff Davis

ATTEST:

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

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

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

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

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

David Michael

Belton Fire Department, Training Div.

16300 N. Mullen Rd.

Belton, MO 64012

(816) 331-7969

I, Shamir Bhakta, am freely and openly donating (1) 40' x 8' x 9' Conex storage container to the Belton, MO Fire Department. Along with the unit itself, I am freely donating transport of said Conex storage container to a location designated by the Belton Fire Department for purposes to be determined by the Belton, MO Fire Department.

The estimated value of (1) 40' x 8' x 9' Conex storage container, and its transport is \$2750.00.



Shamir Bhakta

Owner/ Operator

Fairfield Inn & Suites - Belton

151 N. Mullen Rd

Belton, Mo 64012

(785) 342-7352

# **SECTION VIII**

## **D**



**A RESOLUTION APPROVING THE PURCHASE OF ONE 2021 CHEVROLET 1500 AND ASSOCIATED EQUIPMENT IN THE AMOUNT OF \$46,651.00 AND APPROVE THE DISPOSAL/SALE OF TRUCK #808 THROUGH THE CITY OF BELTON'S AUCTION SERVICE PROVIDER.**

**WHEREAS**, the current vehicle #808 used by the Assistant Fire Marshal is a 2004 Ford Explorer. This vehicle has previously had the transmission rebuilt and extensive rust repairs. The transmission is again in need of overhaul or replacement. Rust damage is also extending quickly over the fender wells and through the rocker panels. The cost of repairing the transmission and rust repair far exceeds the value of the vehicle; and

**WHEREAS**, the bid for the 2021 Chevrolet 1500 Special Service Vehicle was prepared according to a cooperative contract with the Clay County Purchasing Department and Roberts Chevrolet and Buick that also extended the pricing to any MARC members; and

**WHEREAS**, the remaining loose equipment and installations were sole source vendors or chosen from the best of three written bids; and

**WHEREAS**, approving the purchase of this vehicle will provide a more suitable and reliable 4x4 vehicle to be used to access all commercial job sites during the construction phase and carry needed investigation equipment for post fire investigations while immediately reducing direct maintenance cost.

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

- Section 1.** Approve the purchase of a 2021 Chevrolet 1500 Special Service Vehicle in the amount of \$29,982.40 from Roberts Chevrolet and Buick incorporated as **Exhibit Package A**
- Section 2.** Approve the purchase of the following additional accessories and equipment through sole source purchases to match existing equipment and/or after seeking appropriate bids, per the City's purchasing policy, as outlined on the bids incorporated as **Exhibit Package B**; camper shell, Cargo Glide, Decker Tool Bed, running boards, spray in bed liner, emergency lighting and controls, Survivor light, Little Giant Ladder, generator, Knox Key Secure in the amount of \$16,668.60.
- Section 3.** Approve the disposal/sale of Truck #808 through the City of Belton's auctioneer service.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor Jeff Davis

ATTEST:

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

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

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

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

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

**New Utility Truck  
Fire Marshal's Office**

<b>Chevrolet 1500 Special Service Vehicle</b>	<b>\$29,982.40</b>
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**Truck Options:**

Camper shell	Blackjack	\$1,949.00
CargoGlide	Blackjack	\$1,303.00
Decked Tool Bed	Blackjack	\$1,404.00
Gripsteps	Blackjack	\$604.00
Emergency Lights/siren/console	Custom 911	\$7,350.69
Spray Bed Liner	Ameriguard	\$469.00
<b>Total Truck Add-Ons</b>		<b><u>\$13,079.69</u></b>

**Equipment Options:**

Survivor Light	\$131.91
Little Giant Ladder	\$134.00
Generator Scene Light	\$2,411.00
Knox Key Secure	\$912.00
<b>Equipment Options Total</b>	<b><u>\$3,588.91</u></b>
<b>Truck Total</b>	<b><u>\$46,651.00</u></b>

Truck #808



## **EXHIBIT**

**A**



## Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Cooperative Bid

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

### Quote Worksheet

	MSRP
Base Price	\$38,200.00
Dest Charge	\$1,595.00
Total Options	\$3,265.00
<b>Subtotal</b>	<b>\$43,060.00</b>
Bid Assistance	(\$10,400.00)
<b>Subtotal Pre-Tax Adjustments</b>	<b>(\$10,400.00)</b>
Less Customer Discount	(\$2,677.60)
<b>Subtotal Discount</b>	<b>(\$2,677.60)</b>
Trade-In	\$0.00
<b>Excluded from Sales Tax</b>	<b>Subtotal Trade-In \$0.00</b>
	<b>Taxable Price \$29,982.40</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$29,982.40</b>

Dealer Signature / Date

Customer Signature / Date

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 11872. Data Updated: Sep 14, 2020 11:27:00 PM PDT.



## Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

### Standard Equipment

#### Mechanical

Durabed, pickup bed

Engine, 4.3L EcoTec3 V6 with Active Fuel Management, (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (LV3) 4.3L EcoTec3 V6 engine or (L3B) 2.7L Turbo engine.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Cooling, external engine oil cooler (Not available with (L3B) 2.7L Turbo engine.)

Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)

Alternator, 170 amps

Frame, fully-boxed, hydroformed front section

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

#### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

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## Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete )

### Exterior

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)

Cargo tie downs (12), fixed rated at 500 lbs per corner

Grille (Black bars and mesh inserts.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered.)

Tailgate, gate function manual, no EZ Lift

### Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench with covered armrest storage (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

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## Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete )

### Interior

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models.)

Power outlet, front auxiliary, 12-volt

USB ports, 2 (first row) located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

### Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

### Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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Data Version: 11872. Data Updated: Sep 14, 2020 11:27:00 PM PDT.



## Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete )

### WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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## Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete )

### Window Sticker

#### SUMMARY

[Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

MSRP:\$38,200.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 6-speed automatic, electronically controlled

#### OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$38,200.00
<b>OPTIONS</b>		
1WT	Work Truck Preferred Equipment Group	\$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.
5W4	Special Service Package	\$550.00
5Y1	Seats, Driver and passenger front individual seats.	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, electronic	Inc.

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# Roberts Chevrolet Buick

Dean Meier | 816-858-3200 | fleet@robertscb.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete )

K47	Air filter, heavy-duty	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, instrument panel, 120-volt	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW5	Alternator, 220 amps	Inc.	
L82	Engine, 5.3L EcoTec3 V8		\$1,395.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R9Y	Fleet Free Maintenance Credit.		(\$45.00)
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		\$0.00
VK3	License plate kit, front		\$0.00
VQ2	Fleet Processing Option		\$0.00
Z82	Trailer Package		\$395.00
ZLQ	WT Fleet Convenience Package		\$695.00
—	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free	Inc.	

<b>SUBTOTAL</b>	<b>\$41,465.00</b>
Adjustments Total	\$0.00
Destination Charge	\$1,595.00
<b>TOTAL PRICE</b>	<b>\$43,060.00</b>

## FUEL ECONOMY

Est City:15 (2020) MPG

Est Highway:20 (2020) MPG

Est Highway Cruising Range:480.00 mi

TQA

7X3

R30

K46

spot camp

~~chrome bumper~~

✓ adds chrome bumper

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Data Version: 11872. Data Updated: Sep 14, 2020 11:27:00 PM PDT.



**CLAY COUNTY**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID (IFB)**

IFB No.: 49-19

TITLE: MACPP 2020 MODEL YEAR METRO VEHICLE BID

ISSUE DATE: 9/16/2019

PURCHASING STAFF: Patrick West, Purchasing Specialist

PHONE No.: (816) 407-3630

E-MAIL: pwest@claycountymmo.gov

**BID RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"):**  
**TUESDAY OCTOBER 22, 2019 AT 2:00 PM CENTRAL TIME**

**SUBMITTAL INSTRUCTIONS:** In effort to support the County's initiative for conservation, it is preferred that bids be submitted via [www.PublicPurchase.com](http://www.PublicPurchase.com). Sealed bids may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the **Sealed Bid Label** found in Attachment 1 or type **IFB Number, IFB Title and Return Due Date** on the lower left hand corner of the envelope or package. In order for a bid to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

**RETURN PROPOSAL TO:**

<b>US MAIL /DELIVER TO:</b>	<b>CLAY COUNTY PURCHASING DEPARTMENT</b> <b>1 COURTHOUSE SQUARE</b> <b>3<sup>rd</sup> Floor COMMISSION DESK</b> <b>LIBERTY, MO 64068</b>
<b>COURIER/DELIVER TO:</b>	<b>CLAY COUNTY ~ PURCHASING DEPARTMENT</b> <b>16 W. FRANKLIN, SUITE 16-B</b> <b>LIBERTY, MO 64068</b>

**AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS**

**DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

Countywide  
**Clay County Administration Building**  
**1 Courthouse Square**  
**Liberty, MO 64068**

By signing this IFB cover page, the Vendor shall hereby declare understanding, Agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their bid. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

**SIGNATURE REQUIRED**

Roberts Chevrolet Buick		Dean J. Meier		Fleet Manager	
Company Name		Authorized Representative (Print)		Title	
1600 E. Prairie View Road PO BOX 470					
Street Address		Authorized Signature			
Platte City, MO 64079	Platte	10/21/19	43-1852858		
City/State/Zip	County	Date	Company Tax ID No.		
816-858-3200	816-858-3055	fleet@robertscb.com			
Telephone No.	Facsimile No.	E-Mail			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt					
<b>Vendor Tax Filing Type with IRS (Check One)</b>					

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

Submittal instructions and Determination of Award information can be found on our website by clicking the following link [https://www.claycountymo.gov/departments/purchasing#Current Solicitations](https://www.claycountymo.gov/departments/purchasing#Current%20Solicitations)

### 1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective Vendors for MACPP 2020 Model Year Metro Vehicle Bid in accordance with the requirements and provisions stated herein.

1.1.2 Document Contents: This document is divided into the following parts:

Section 1: Introduction and General Information

Section 2: Scope of Work

Section 3: Agreement Terms and Conditions Acknowledgement Form

Exhibit A: Pricing

Exhibit B: Experience and Expertise

Exhibit C: Lease Terms Information

Exhibit D: Miscellaneous Information

Attachment 1: Sealed Bid Label

Attachment 2: List of Participating Agencies

Attachment 3: Jackson County Review Compliance Form

Attachment 4: Jackson County Affidavit Form

### 1.2 Pre-Bid Meeting (Non-Mandatory):

1.2.1 A Non-Mandatory Pre-Bid Meeting regarding this Invitation for Bid will be held on **Wednesday, October 2, 2019** beginning at **2:00 pm Central Time** at Clay County Administration Building, 1 Courthouse Square; 3<sup>rd</sup> Floor Commission Hearing Room Liberty, MO 64068.

1.2.2 The IFB will be used as the agenda for the Pre-Bid Meeting.

1.2.3 Pre-Bid Meeting IFB Questions: All potential Vendors are encouraged to participate in the Pre-Bid Meeting as it will be used as a forum for questions, communications, and discussions regarding the IFB. The Vendor should become familiar with the IFB and develop all questions prior to the Meeting in order to ask questions and otherwise participate in the public communications regarding the IFB.

a. Prior Communication – Prior to the Pre-Bid Meeting, the Vendor may submit written communications and/or questions regarding the IFB to [Purchasing2@ClayCogov.com](mailto:Purchasing2@ClayCogov.com). Such prior communication will provide Clay County with insight into areas of the IFB which may be brought up for discussion during the Meeting and which may require clarification.

b. During the Pre-Bid Meeting, the County will attempt to respond to all previously received questions/concerns regarding the IFB but it shall be the sole responsibility of the Vendor to orally address any issues previously presented to the County by the Vendor that the County may have failed to address.

c. Addendum to the IFB – Any changes needed to the IFB as a result of discussions from the Pre-Bid Meeting will be accomplished as an addendum to the IFB. Formal minutes of the Meeting shall **not** be maintained. Any questions that require a revision to the IFB shall be accomplished as an amendment to the IFB.

Vendor's Initials: \_\_\_\_\_

**1.3 Questions:**

- 1.3.1 Questions relating to the IFB must be submitted via the [www.PublicPurchase.com](http://www.PublicPurchase.com) website or emailed to [Purchasing2@ClayCogov.com](mailto:Purchasing2@ClayCogov.com)
- 1.3.2 **All questions and issues should be submitted no later than Friday October 11, 2019.** If not received prior to the aforementioned date, the County may not be able to fully research and consider the respective questions or issues.

**1.4 Background Information:**

- 1.4.1 The Mid-America Council of Public Procurement (MACPP) was founded in October 1982 to meet and serve the needs of area public purchasing professionals.
- The chapter was chartered as the 31st chapter of NIGP on January 3, 1983.
  - The 35 original charter members of MACPP were a diverse group of men and women representing many public sector agencies from both sides of the Missouri/Kansas border - 21 were from Missouri and 14 from Kansas.
- 1.4.2 Over the past 30 years, this Vehicle Metro Bid has been utilized as a resource for the various members of the MACPP to obtain cooperative purchasing power of vehicles and take advantage of cost savings that a cooperative bid is able to provide.
- For the previous 3 years, the MACPP Vehicle Metro Bid has been handled by Johnson County, Kansas and its Treasury and Financial Management Department, through Dale Bauer, Senior Purchasing Administrator.
- 1.4.3 Energy Conservation and Fuel Alternative information has been provided through cooperation with the Kansas City Regional Clean Cities Coalition; ([www.cleancities.energy.gov/coalitions/kansas-city](http://www.cleancities.energy.gov/coalitions/kansas-city)) housed at the Metropolitan Energy Center; ([www.metroenergy.org](http://www.metroenergy.org)) and their efforts to provide information on a variety of sustainable resources and cleaner burning fuel options.
- For additional resources and motivation for sustainable and alternative purchasing check with Metro Kansas City Climate Action Coalition; [www.mkccac.org](http://www.mkccac.org).
    - MKCCAC's mission is to enact and foster proactive strategies, systems and structures within the Metro KC region that will drawdown greenhouse gases, improve climate resiliency and generate corresponding economic, social, health and quality of life benefits.
- 1.4.4 While this current Invitation for Bid is very comprehensive, it is not practical nor the intent to price every conceivable option/vehicle configuration.
- Buyers are encouraged to contact dealers for additional information and to confirm pricing prior to placing an order.
  - Agencies and/or other Jurisdictions are encouraged to review the "low overall price" before buying a vehicle.
  - Options added to the base bid amount may change the "low overall price" and therefore, the lowest priced dealer.
- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

**1.5 Estimated Quantities:**

- 1.5.1 The County shall not guarantee any minimum or maximum amount of the Vendor's products/services that may be required under the Agreement.
- The Vendor shall provide products/services on an as needed, if needed basis.
  - The County shall not guarantee any usage of the Agreement whatsoever.

Vendor's Initials: \_\_\_\_\_

## 2. SCOPE OF WORK

*The general terms and conditions described herein apply to all transactions on material, equipment, or supplies. By submitting a bid, the Vendor agrees to be bound by these terms and conditions for the term of the Agreement. These terms and conditions shall prevail unless otherwise modified by the County within this bid document. The intent of this invitation to bid to solicit bids and award price agreements for the 2020 model year cars, trucks, vans, and cab and chassis required by the participating entities named in this document. The price agreement period will be binding for the initial model year period, with the possibility of four, one-year extensions.*

### 2.1 Specific Requirements:

- 2.1.1 The Vendor shall provide a MACPP 2020 Model Year Metro Vehicle Bid, which meets or exceeds the specifications contained in this document.
- 2.1.2 Vehicle Minimum Specification sheets for each item are attached.
  - a. See Exhibit A; Pricing Table 1: Required Pricing
  - b. Incomplete bids may be rejected.
  - c. Vendor responses must be legible or the bid may be rejected.
- 2.1.3 Vendors must comply with all special requirements of the participating Entities, Agencies and/or Jurisdictions including any Occupational or Business License requirements.
- 2.1.4 Vehicles shall be the latest models in standard production, as ordinarily furnished to the general public, except as otherwise specified herein.
  - a. Dealer shall submit production schedules with the bid package.
  - b. The County may permit the substitution of a new replacement model or a new replacement product line if the model, series or the product line originally awarded becomes unavailable, is discontinued, replaced, etc., by the OEM.
  - c. The awarded price, as well as, any discounts will continue to be applied to the MSRP for the replacement.
  - d. This Invitation for Bid and the resultant award covers the outright purchase of new, current model year vehicles.
    - 1. Under no circumstances may "Demos" or "Used" or "Pre-Owned" or prior model year vehicles be sold under this Agreement.
- 2.1.5 All safety items and air pollution controls as required by Federal and State Statute and regulations shall be included on the vehicle when delivered.
  - a. Options requested shall not be in conflict with or construed as modifying these statutes or regulations.
- 2.1.6 All vehicles shall be corrosion protected, and a copy of the manufacturer's corrosion warranty and any applicable sticker shall be provided to the purchasing agency with delivery of vehicle.
- 2.1.7 The Manufacturer's Standard Factory Warranty shall apply to all vehicles.
  - a. The Vendor shall warrant the vehicle and furnish equipment against part failure or malfunction due to design, construction or installation error, defective workmanship, and missing or incorrect parts for a minimum of twelve (12) months.
  - b. However, if the Vendor receives from any supplier additional warranty on the whole or any components of the vehicle in the form of time or mileage, including any pro-rate arrangements, or the Vendor

Vendor's Initials: \_\_\_\_\_



generally extends to their commercial customers a greater or extended coverage, the Lead Agency shall receive corresponding warranty benefits.

- c. The manufacturer's standard warranty shall be honored by all manufacturers' dealers in Missouri and Kansas.
- d. A properly executed Warranty must be delivered with the vehicle.
- e. The Warranty shall not become effective until the unit is placed in service.

2.1.8 Corporate Average Fuel Economy (CAFE) Standard Requirement:

- a. The Vendor shall only provide vehicles under Agreement from manufacturers that meet the federal government's Corporate Average Fuel Economy (CAFE) standard as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of vehicle stated in the IFB.
- b. The Vendor shall provide the Miles Per Gallon (MPG) or electric vehicle MPG equivalent (MPGe) ratings for each vehicle bid.

2.1.9 Alternative Fuel Options

- a. Vendors should respond with an alternative fuel option where possible, as there is an expanded emphasis on alternative fuel options this year.
  - 1. See Exhibit A; Pricing Table 3: Optional Pricing: Alternative Fuel Options.
- b. Gaseous Fuels (CNG and LPG)
  - 1. Propane and CNG are less energetic fuels than petroleum diesel and require more gallon-equivalents to do the same work.
    - i. However, developments with engine efficiencies are closing that gap.
    - ii. Both are far cleaner than diesel vehicles, and do not require emissions fluid, particulate filters or other specialized emissions equipment.
  - 2. In most cases, both CNG and LPG are less expensive than diesel or gasoline.
    - i. As a rule, engines using them last longer than equivalent diesel models.
    - ii. However, using either fuel means employee training and certification, along with possible facility modifications.
  - 3. Compressed hydrogen is a zero emission fuel option that is not readily available in the KC metro and is prohibitively expensive to pilot.
- c. Compressed Natural Gas (CNG)
  - 1. CNG can be used in all weight classes in vehicles built or converted to run on CNG.
    - i. These can be dedicated (CNG only) or bi-fuel (powered by both CNG and gasoline).
  - 2. CNG requires dedicated fueling sites.
    - i. These can be fast-fill, which fills the tanks in similar time as diesel, or time-fill, using a low pressure connection to fuel many fleet vehicles at once, typically overnight.
    - ii. Existing public and shared private CNG fueling stations in the KC metro may help meet a new fleet need for CNG fueling.
- d. Propane Autogas (LPG or autogas)
  - 1. Propane is available for light and medium vehicle classes.
    - i. Vehicles may be built or converted to run on propane in either dedicated or bi-fuel configuration.
  - 2. Propane is stored in liquid form and dispensed from fueling stations or trucks.
    - i. Public LPG fueling stations are rare, due to State dispensing codes, and may be limited by hours of operation.
    - ii. Dedicated fleet stations are relatively inexpensive
    - iii. Not all propane distributors are equipped to assist a fleet with Autogas, so ask around.
  - 3. Propane is a fossil fuel; renewable propane is a new development
    - i. Like CNG, it is odorless but scented by distributors for safety.

Vendor's Initials: \_\_\_\_\_

- ii. Propane is heavier than air and non-toxic, and in most cases does not require garage modifications.
- e. Plug-In Electric Vehicles
  - 1. Plug-In Hybrid Electric Vehicles (PHEVs) combine an electric motor and gasoline engine.
    - i. Unlike conventional hybrids, PHEVs can travel anywhere from 15 to 50 miles on electric power alone.
  - 2. Battery Electric Vehicles (BEVs) are fully electric and use no petroleum fuels.
    - i. BEVs can travel between roughly 100 and 300 miles per OEM specs, though weather and HVAC use will limit estimated ranges.
  - 3. Charging times range from 1-2 hours for PHEV or 4-8 for light duty BEVs using Level 2 systems.
    - i. PHEV may not use high-speed DC chargers.
    - ii. BEV equipped with J1772/SAE combo or CHADEMO DCFC options can charge in 20-50 minutes using high-speed chargers.
  - 4. Most PHEVs and BEVs now on the market are passenger cars, SUVs and light trucks, though the variety of electrified medium-duty trucks, buses and shuttles offered by OEMs is increasing rapidly.
- f. Mid-Level and High-Level Ethanol Blends
  - 1. E85 refers to blends of ethanol and gasoline ranging from 51% to 83% ethanol content by volume.
    - i. Ethanol content varies, depending on the season, but E85 is always marketed as E85, and generally costs 25-40% less than regular gasoline. B20 is a common biodiesel blend in the United States.
  - 2. E10 (10% ethanol) is a standard gasoline blend in the U.S.
    - i. Ethanol is used as an octane booster and replaces toxic aromatics (such as toluene and benzene) that are used when ethanol is not.
  - 3. E15 is increasingly common and is certified for any vehicle built in 2001 or later, but only designated FlexFuel vehicles are certified for blends with more than 15% ethanol.
    - i. Mid-Level Blends (between 15% and 30%) are available
  - 4. Gasoline engines built since 2007 (or earlier) can efficiently use ethanol, and there is no MPG loss for low fuel blends.
    - i. Custom blends can be blended and delivered to your gasoline fueling site.
- g. Biodiesel and Renewable Diesel
  - 1. Biodiesel is a renewable fuel produced from fats, oils and grease (FOG) for use in diesel engines.
    - i. B100 (100% biodiesel) can be used, but lower blends are more common.
    - ii. These range from B2 to B20, with Petroleum ULSD making up the rest of the blend.
    - iii. Fleets using biodiesel often purchase set blends from distributors rather than at public stations.
  - 2. Biodiesel has a higher cloud point than petroleum diesel, which can lead to cold-weather performance issues.
    - i. It is an extremely effective solvent, and using biodiesel in older diesel engines can cause problems (as deposits loosened from these engines clogged filters and injectors) if frequent filter changes are not scheduled when biodiesel is first introduced.
  - 3. Renewable diesel is produced from FOG using a process that is less efficient and clean than biodiesel; however, renewable diesel is chemically and operationally indistinguishable from ULSD.
    - i. It is not yet readily available in the KC metro area.
- h. Check the Metro Energy Center website for additional information concerning Alternative Fuel options.
  - 1. [www.metroenergy.org](http://www.metroenergy.org)

2.1.10 Vendors MUST meet the Minimum Standard Specification of every item listed in the Standard Vehicle portion of the Detailed Specifications of Exhibit A for all vehicles bid or the bid may be rejected.

- a. If Minimum Standard Specifications cannot be met, Vendor shall note such exceptions in Exhibit A.

Vendor's Initials: \_\_\_\_\_

- b. If Make/Model has additional Standard Equipment not listed in Minimum Standard Specifications, Vendor must list Equipment and Manufacturer's Codes for all additional Standard Equipment not listed using a separate sheet noting Item Number, Group Number, Equipment Description, and Manufacturer Code(s).
  - 1. Vendor shall supply an available options sheet for every vehicle bid, including any Manufacturer Codes and pricing that reflects requested MSRP discount from Exhibit A; Table 5.
- c. After Award, participating Entities, Agencies and/or Jurisdictions may purchase the specified vehicle and choose to have options, accessories, equipment, features, products, etc., (hereafter referred to as "options") added or deleted.
  - 1. Such options will generally be considered "OEM" (original equipment manufacturer), but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM's standard line of products for the vehicle involved.
  - 2. The options would normally be readily available from the "factory" when the OEM is building the vehicle and would normally be expected to be listed in the OEM's offering of options.

#### 2.1.11 MSRP and Options

- a. The pricing for every possible available option is not shown within the bid documents.
- b. All options, when available, shall be factory OEM (original equipment manufacturer) installed.
  - 1. When dealer installed options are bid, please note on the bid document that these options are not factory installed.
- c. During the course of the Agreement year, other Departments, eligible Entities, Agencies and/or Jurisdictions may need to order vehicle options or specific customizations items not specifically listed in this Agreement.
- d. Vendor shall state any discount off MSRP list price for all equipment and/or options in Exhibit A: Pricing Table 5.
- e. For pricing on options not shown within the bid documents, use the following websites for your initial search.
  - 1. Dodge Vehicles - [www.dodge.com](http://www.dodge.com)
  - 2. General Motors Vehicles - [www.gmfleet.com](http://www.gmfleet.com) (will need a fleet number from dealer)
  - 3. Ford Vehicles - [www.fleet.ford.com](http://www.fleet.ford.com)
  - 4. Jeep Vehicles - [www.jeep.com](http://www.jeep.com)
  - 5. Ram Vehicles - [www.ramtrucks.com](http://www.ramtrucks.com)
- f. Buyers are encouraged to contact the respective dealers to provide current pricing and confirm what option packages are required to meet individual needs.

#### 2.1.12 Clay County or other Entity, Agency and/or Jurisdiction reserves the right to negotiate lower pricing, in the event of a significant decrease in market price of any product/service listed.

- a. If the Vendor's normal pricing to the public or to the trade in general is less than the net Agreement pricing with the application of an Agreement discount, etc., then the normal pricing to the public or to the trade in general shall also be granted by Vendors to Agreement participants.

#### 2.1.13 Government Mandated Program Price Adjustment

- a. An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable.
- b. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the MSRP.

Vendor's Initials: \_\_\_\_\_

**2.1.14 Trade-In Valuation**

- a. Vendor shall state any Minimum Guaranteed Trade-In values on all types of Vehicles so that participating agencies can utilize this option for disposition of vehicles in their current fleet.
  - 1. See Pricing Table 4: Optional Pricing.

**2.1.15 Exceptions**

- a. Attach additional pages in the appropriate sections of this bid for any exceptions that cannot be explained in the fields provided, noting Item Number, Group Number, Vehicle Make and Model where appropriate.

**2.1.16 Truck Cab Descriptions**

- a. Various vehicle manufacturers describe the variety of truck cab descriptions available in different ways.
- b. The following descriptions will be used throughout this IFB to describe the cabs, number of doors, etc.



Cab "A"  
2-doors  
no back seat



Cab "B"  
2 front-hinged doors  
front & back seats



Cab "C"  
4 full size doors, front hinged  
front & back seats (Crew Cab)

**2.2 Vehicle Delivery Requirements****2.2.1 Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, Central Time.**

- a. Deliveries shall not be made on State or County holidays, or holidays otherwise observed by the accepting Entity, Agency and/or Jurisdiction.
- b. The Vendor shall notify the County a minimum of twenty-four (24) hours prior to delivery of the vehicle to the County location.
- c. The Vendor must understand and plan accordingly that upon delivery the County representative must verify the vehicle delivered has all required equipment and options and that nothing was damaged during the delivery of the vehicle.
  - 1. If something is damaged during delivery of the vehicle, the Vendor shall address in accordance with the paragraphs below relating to repair or replacement of damaged product.
- d. Each vehicle shall be delivered with the proper forms to apply for State Title and License including the Manufacturer's Statement of Origin and Invoice.
  - 1. The invoice/Title for all alternative fuel vehicles must clearly indicate the vehicle is alternative fuel (e.g. flex fuel (FFV) or E-85, etc.).
- e. Each vehicle shall be delivered with the owner's manual.
- f. The Vendor shall comply with the manufacturer's recommended pre-delivery service.
- g. In the event the Vendor fails to deliver the vehicle by the stated ARO time, Clay County reserves the right to find the same or similar vehicle from another source, and to charge the Vendor the difference for the substitution.
  - 1. In assessing the applicability of this provision, Clay County will consider the degree of Vendor responsibility in the delay.
- h. The Vendor shall understand and agree that the delivery charges shall not be applied nor invoiced to vehicles purchased by and delivered to Missouri state or county agencies.

Vendor's Initials: \_\_\_\_\_

1. Any delivery charges shall only apply to public entities making purchases through the Missouri Cooperative Procurement Program.
2. The Vendor shall be entitled to receive the per mile delivery price or the guaranteed, not-to-exceed total delivery price per vehicle which can only be assessed for delivery of a vehicle to any cooperative entity throughout the State of Missouri or State of Kansas.
3. The Vendor, at their choosing, may charge a delivery fee when delivering vehicles outside of a 25-mile radius from their dealership.
  - i. This fee may be taken into consideration by agencies when determining a lowest total cost for a vehicle.
4. If the Vendor proposes both the per mile delivery price and the guaranteed, not-to-exceed total delivery price, the Vendor shall understand that the total delivery price assessed by way of the per mile price shall not exceed the guaranteed-not-to-exceed total delivery price per vehicle.
  - i. The lesser of the two prices shall be charged to the public entity.
  - ii. See Exhibit A; Pricing Table 2: Other Required Pricing

#### 2.2.2 Repair or Replacement of Damaged Product:

- a. The Vendor shall be responsible for repairing any item or components received in damaged condition at no cost to Clay County.
- b. Bids will be accepted only on vehicles that can be serviced by a dealer located in Missouri or Kansas.
- c. Successful Bidders must maintain service under the terms of the warranty and where replacement parts may be obtained.
- d. If the Vendor is not located Missouri or Kansas, they must indicate the name and address of an authorized dealer in the area mentioned to serve as a pick-up point.
- e. The Vendor will be responsible for towing or transportation arising out of any condition due to the manufacturer's fault.
  1. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the vehicle and the manufacturer warranty, then the Vendor must replace the item or component in its entirety at no additional cost to the County.
  2. This includes all delivery/transportation costs for returning non-functional items to the Vendor for replacement.

### 2.3 Lease/Purchase Agreements

#### 2.3.1 Some participating entities may wish to use a lease/purchase method of acquisition.

- a. If this method is utilized, that eligible Entity, Agency and/or Jurisdiction using it will be responsible for the method of payment to the dealership and will assume all responsibility for any accompanying paperwork.
- b. Clay County, Missouri will assume no responsibility for lease/purchase agreements by other participating entities.
- c. Dealerships that wish to be considered for financing arrangements should submit a statement of such intentions with their bid.
- d. Each Entity, Agency and/or Jurisdiction reserves the right to arrange financing with any company it so chooses.
- e. Alternate lease/purchase pricing may be submitted, by writing the leasing information through Exhibit C and indicating Item Number and Group Number for all vehicles on which Vendors intend to make such an offer.

Vendor's Initials: \_\_\_\_\_

**2.4 Participating Entities, Agencies and/or Jurisdictions Individual Agreement Requirements**

- 2.4.1 Clay County will participate in the Agreement from the onset.
- a. The County reserves the right to add additional Counties, eligible Entities, Agencies and/or Jurisdictions to this Agreement during the Agreement period.
    1. For a list of the initial participating Agencies see Attachment 2 of this document.
  - b. Clay County Missouri Municipal Code of Ordinance
    1. Section 37.09. – Sales Tax
      - i. The County is exempt from the paying all local and state taxes or federal excise taxes.
      - ii. A copy of the state sales tax exemption certificate can be obtained from the Purchasing Office and must be sent with the purchase order to any new Vendor not already approved by the County.
- 2.4.2 Jackson County, Missouri:
- a. The Vendor's attention is directed to all federal, state and city laws of the County of Jackson to equal employment opportunity which, among other things, requires that the Vendor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.
  - b. All Vendors shall complete the Jackson County, Missouri Compliance Report Form and Affidavit Form (See Attachments 3 and 4).
- 2.4.3 For Kansas Entities or Agencies; Kansas law prohibits anyone selling motor vehicles from “engaging in business in this state” without being properly licensed, K.S.A. 8-2403.
- a. New motor vehicles may not be delivered to a purchaser in Kansas except through a licensed dealer in Kansas, K.S.A. 8-2439.
  - b. Dealer licensing information for the non-resident Vendors shall be included with the bid package or bid may be rejected.
  - c. To comply with this law, dealers not licensed in Kansas may sell vehicles to Kansas entities, but the dealer cannot deliver into Kansas or complete any documentation in the state of Kansas.

**2.5 Miscellaneous Information**

- 2.5.1 The Vendor should respond to the information requested in all Sections, Exhibits and Attachments.
- 2.5.2 Due to complex nature of the Bid and Exhibit tables, results will not be read aloud or otherwise indicated at the Bid Opening date and time.
- a. Results will be made available by request once Bid Tabulation has been completed and Award(s) of Bid have been made.

Vendor's Initials: \_\_\_\_\_

**3. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM**

The undersigned Vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located at:

[HTTPS://WWW.CLAYCOUNTYMO.GOV/TERMSANDCONDITIONS](https://www.claycountymo.gov/termsandconditions)

All terms and conditions as stated shall be adhered to by Vendor upon acceptance of Agreement. Vendors enter into this agreement voluntarily, with full knowledge of its effect.

\_\_\_\_\_  
Vendor Signature

10/21/2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roberts Chevrolet Buick

Vendor

Vendor's Initials: \_\_\_\_\_

## EXHIBIT A

## Pricing Pages

## PRICING TABLE 1: REQUIRED PRICING

The Vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY.	BASE PRICE INCLUDING STANDARD OPTIONS
	1	<b>Group No. 1 Minimum Specifications for All Heavy Duty Trucks are as Follows:</b> Driver Air Bag, Arm Rests – All Doors, Factory Air Conditioning, Factory Auxiliary 12 Volt Outlet, Factory Power Steering, Factory Cruise Control and Tilt Wheel, Heavy Duty Increased Cooling System, 12 Volt Electrical System, Rubber Floor Covering, Gauges – Oil, Amp, Temperature, Fuel Minimum, Tinted Windows – All, Full Length Factory Headliner, Electric Horns, Day/Night Inside Mirror, AM/FM Factory Radio, Spare Tire and Wheel, Same Size as Vehicle Tires, Dual Sun Visors, Intermittent Wipers.				
1	1	Full Size Van Cutaway Cab & Chassis	E-Series, G-Series, Freightliner, Mercedes, Ram, ProMaster or Equal Chevrolet G Series	\$	ea.	\$ 21,958.00
2	1	1-Ton Cab & Chassis	Silverado 3500 C&C C3500, F350, Ram 3500 or Equal	\$	ea.	\$ 25,726.00
3	1	15,000 GVWR Cab & Chassis	State Make & Model: Chevrolet Silverado 4500	\$	ea.	\$ 39,989.00
4	1	17,500 GVWR Cab & Chassis	State Make & Model: Chevrolet Silverado 5500	\$	ea.	\$ 40,041.00
5	1	21,000 GVRW Cab & Chassis	State Make & Model: Chevrolet Silverado 6500	\$	ea.	\$ 43,202.00
6	1	29,000 GVWR Cab & Chassis	State Make and Model:	\$	ea.	\$ N/A
7	1	34,000 GVWR Cab & Chassis	State Make and Model:	\$	ea.	\$ N/A
8	1	56,000 GVWR Cab & Chassis	State Make and Model:	\$	ea.	\$ N/A
9	1	66,000 GVWR Cab & Chassis	Cab & Chassis Conventional 6x4	\$	ea.	\$ N/A
	2	<b>Group No. 2 Minimum Specifications for ALL Sedans are as Follows:</b> Body Style - 4 Door Sedan: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, 4 Door Sedan Body, Factory Power Anti-Lock Brakes, Factory Power Steering, Factory Power Windows, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, 4 Each Alloy Wheels, Rear Defroster, Front and Rear Floor Mats, Tinted Windows-All, Latching Glove Box, Inside Day/Night Mirror, Outside Dual Mirrors Controlled on Drivers Side, Dual Sun Visors, Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Maintenance Free Battery, Alternator per Model Bid, Floor Covering – Carpet Front and Rear, Battery per Model Bid, Transmission-Automatic Standard for Model Bid, Minimum 4 Cylinder.				
10	2	Subcompact Sedan (88.5 Cu. Ft. Minimum) Passenger Volume	Chevrolet Sonic Civic, Sonic, Fit, Versa, or Equal	\$	ea.	\$ 16,859.00
11	2	Compact Sedan (94.0 Cu. Ft. Min) Passenger Volume	Golf, Corolla or Equal	\$	ea.	\$ N/A
12	2	Mid-Size Sedan – Front Wheel Drive (97.0 Cu. Ft. Min) Passenger Volume	Chevrolet Malibu Malibu, Fusion, Avenger or Equal	\$	ea.	\$ 17,661.00
13	2	Full-Size Sedan, Front Wheel Drive (104.0 Cu. Ft. Min) Passenger Volume	Avalon, Chrysler 300 or Equal	\$	ea.	\$ N/A

Vendor's Initials: \_\_\_\_\_



## EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
14	2	Full-Size Sedan, Rear Wheel Drive (104.0 Cu. Ft. Min) Passenger Volume, Engine; 6 Cylinder Minimum	Charger or Equal	\$	ea.	\$ N/A
	3	<b>Group No. 3 Minimum Specifications for ALL Utility Vehicles are as Follows:</b> Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Auxiliary Outlet, Factory Power Anti-Lock Brakes, Front and Rear Bumpers, Rear Defroster, Factory Power Door Locks, Carpet Floor Covering Front and Rear, Four Wheel Drive 4X4, Tinted Windows-All, Inside Day/Night Mirror, Outside Mirrors-Low Mount Both Sides, Factory AM/FM Radio, Seats-Standard for Model Bid, Standard Spare Tire for Model, Factory Power Steering, Factory Power Windows, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Front and Rear Floor Mats, Latching Glove Box, Standard Suspension for Model Bid, Auxiliary Power Outlet, Floor Covering – Carpet Front and Rear, Tires - Steel Belted Radial, BSW, All Season, Bumpers Front and Rear, Instrumentation Gauges -Standard per Model Bid. Automatic Transmission - Standard Per Model Bid, Standard Front and Rear Axles for Model Bid.				
15	3	Sub-Compact Utility Vehicle 4X4, Engine; 4 Cylinder Minimum	Escape, Compass, Equinox or Equal	AWD Chevy Trax \$ 20,746.00	ea.	AWD Equinox \$ 22,492.00
16	3	Compact Utility Vehicle 4X4, Engine; 6 Cylinder Minimum	Cherokee, Explorer, Durango or Equal	\$	ea.	\$
17	3	Full Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum	Tahoe, Yukon, Expedition, Traverse or Equal	AWD Traverse V6 \$ 26,628.00	ea.	4X4 Tahoe V8 \$ 38,834.00
18	3	Large Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum	Suburban, Yukon XL, Expedition XL or Equal 4X4 Suburban V8	\$	ea.	\$41,565.00
	4	<b>Group No. 4 Minimum Specifications for ALL Pickup Trucks are as Follows:</b> Cab "A" - 2 Door, Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Front and Rear Bumpers Standard for Model, Factory Power Steering, Factory Power Windows, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Rear Defroster, Front and Rear Floor Mats, Glove Box, Inside Day/Night Mirror, Outside Mirrors, Left and Right Sides - Standard for Model Bid, Dual Sun Visors, Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber/Vinyl Floor Covering Front and Rear, Maintenance Free Battery, Alternator, Headliner Factory Installed, Glass-Tinted Windows, Cab Dome Light Factory, Seat - Full Depth Foam, Vinyl, Bench, Hinged Back , 12 Volt Electrical System, Cab Dome Light-Factory, 4X2 - Two Wheel Drive Standard, Standard Automatic Transmission for Model Bid, Standard Radiator for Model Bid, Cooling System Standard for Model Bid, Front and Rear Axles Standard to Model Bid, Standard Wheelbase for Model Bid.				
19	4	Compact Pickup, Cab "A", 4x2	Frontier, Tacoma or Equal	\$	ea.	\$ N/A
20	4	Midsize Pickup, 4x2, Cab "A", 4x2	Colorado, Canyon or Equal	\$ N/A in Cab "A"	ea.	\$ N/A
21	4	Pickup, ½ Ton, Cab "A", 4x2	C1500, F-150, Ram 1500, Tundra or Equal	\$	ea.	\$ 21,419.00
22	4	Pickup, ¾ Ton, Cab "A", 4x2	C2500, F-250, Ram 2500 or Equal	\$	ea.	\$ 25,546.00
23	4	Pickup, 1 Ton, Cab "A", 4x2	C3500, F-350, Ram 3500 or Equal	\$	ea.	\$ 27,740.00
24	4	Compact Pickup, State Cab: _____, State Wheel Drive: _____	Ranger, Frontier, Tacoma or Equal	\$	ea.	\$ N/A
25	4	Midsize Pickup, 4x2, State Cab: "B", State Wheel Drive: 2 Wheel Drive	Colorado, Canyon or Equal Rear Defroster N/A	\$ Colorado	ea.	\$ 21,472.00
26	4	Pickup, ½ Ton, State Cab: B, State Wheel Drive: 2WD	C1500, F-150, Ram 1500, Tundra or Equal	\$	ea.	\$ 21,913.00
27	4	Pickup, ¾ Ton, State Cab: B, State Wheel Drive: 2WD	C2500, F-250, Ram 2500 or Equal	\$	ea.	\$ 26,524.00
28	4	Pickup, 1 Ton, State Cab: B, State Wheel Drive: 2WD	C3500, F-350, Ram 3500 or Equal	\$	ea.	\$ 27,582.00

Vendor's Initials: \_\_\_\_\_

## EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
	5	<b>Group No. 5 Minimum Specifications for ALL Vans are as Follows:</b> Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Factory Power Steering, Factory Power Windows - All Side Doors, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear, Maintenance Free Battery, Alternator Standard per Model Bid, Heater - Standard for Model Bid, Radiator - Standard for Model Bid, Transmission - Standard for Model Bid, Fuel Tank-Standard for Model Bid, Headliner - Standard per Model Bid, Heater Standard per Model Bid, Outside Mirrors - Standard per Model Bid.				
29	5	Mini-Van, Passenger	Pacifica, Odyssey, Transit Connect or Equal	\$	ea.	\$ N/A
30	5	Mini-Van, Cargo Van	Ram CV, Transit Connect, City Express or Equal	\$	ea.	\$ N/A
31	5	Full Size Van, ¾ Ton, Cargo	C-G20, E-250, G35, B-3500 or Equal	\$	ea.	\$ 21,592.00
32	5	Full Size Van, 1 Ton, Cargo	G-20, E-31, S-31 or Equal	\$	ea.	\$ 23,989.00
33	5	Full Size Van, Window, Passenger	G-20, E-31, S-31, 350 Transit or Equal	\$	ea.	\$ 24,437.00
34	5	Sprinter Van, Cargo	Freightliner, Mercedes or Equal	\$	ea.	\$ N/A
	6	<b>Group No. 6 Minimum Specifications for ALL Police Vehicles are as Follows:</b> Dual Front Air Bags, Factory Air Conditioning, Arm Rests, Auxiliary Outlet 12V Factory Installed, 4 Wheel Disc Power Brakes, Anti-Locking Brakes, Power Door Locks (All Doors), Deactivate Door Jam Switch for Interior Lights, Dual Exhaust, Exterior, Non-Street Appearance, Floor Covering – Heavy Duty Vinyl Front & Rear (No Carpeting), Gauges Required, Glass – Tinted (All Windows), Dual Horns Required, Key-Each Vehicle Keyed Individually (3 Keys per Vehicle), Lights – Auxiliary Dome Light Header Mounted, Under Hood Light, Luggage Compartment Lamp, Inside Day/Night Mirror, Radiator – Heavy Duty Cooling Package, Factory AM/FM Radio with Digital Clock, Conventional Spare Tire and Wheel, Speedometer Calibrated in 2 MPH Increments, Spot Light mounted 6 IN on Left Side, Power Steering, Steering – Cruise and Tilt Factory Installed, Dual Sun Visors, Trunk Opener – Electric or Vacuum on Dash to Activate, Full Wheel Covers, Power Windows – All, Intermittent Wipers, Wiring – Auxiliary Fuse Block with 6 Fused Circuits, Suspension – Standard for Model Bid.				
35	6	Chevrolet Tahoe Police Patrol or Pursuit Vehicle	Chevrolet Tahoe Police Patrol or Pursuit Vehicle 4X4 Tahoe Pursuit	\$	ea.	\$ 36,583.00
36	6	Dodge Charger Police Patrol Vehicle	Dodge Charger Police Pursuit Vehicle	\$	ea.	\$ N/A
37	6	Dodge Durango Police Pursuit - Utility Vehicle	Dodge Durango Police Pursuit – Utility Vehicle	\$	ea.	\$ N/A
38	6	Ford Police Interceptor - Utility	Ford Police Interceptor - Utility	\$	ea.	\$ N/A
39	6	Police Pursuit or Patrol Vehicle	All Models not otherwise indicated 2X4 Tahoe Pursuit	\$	ea.	\$ 33,686.00
40	6	Police Vehicle – Utility	All Models not otherwise indicated	\$	ea.	\$ N/A

Vendor's Initials: \_\_\_\_\_

## EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
	<b>7</b>	<b>Group No. 7 Minimum Specifications for ALL Special Service Utility Vehicles are as Follows:</b> Driver and Passenger Air Bags, Factory Air Conditioning, Arm Rest –All Doors, Factory Installed Auxiliary Outlet 12V., Power ABS Brakes, Front and Rear Bumpers, Factory Rear Window Defroster, Factory Power Door Locks – All Doors, 4X4 Drive Package, Vinyl Floor Covering, Minimum of Fuel, Amp and Oil Pressure Gauges, Tinted Windows – All Windows, Day/Night Interior Mirror, Outside Mirrors – Low Mount Both Sides, Factory Installed AM/FM Radio, Spare Tire and Wheel – Conventional, Power Steering, Factory Tilt and Cruise on the Steering Wheel , Dual Sun Visors, Factory Installed Power Windows – All Doors, Intermittent Wipers.				
41	7	Special Services Utility Vehicle	Dodge Durango or Equal	\$	ea.	\$ N/A
42	7	Special Services Utility Vehicle	Ford Expedition or Equal	\$	ea.	\$ N/A
43	7	Special Services Utility Vehicle	Chevrolet Tahoe or Equal	\$	ea.	\$ 34,989.00
44	7	Special Services Utility Vehicle	Ford F-150, ½ Ton Pickup or Equal Chevrolet Crew Cab SSV	\$	ea.	\$ 28,952.00
45	7	Special Services Utility Vehicle	Dodge Ram, ¾ Ton Pickup or Equal	\$	ea.	\$ N/A
	<b>8</b>	<b>Group No. 8 Minimum Specifications for ALL Hybrid Sedans are as Follows:</b> Body Style - 4 Door Sedan, Driver and Passenger Side Airbags, Automatic Transmission with Overdrive, Air Conditioning, Alternator, Armrests, Auxiliary Outlet, Battery – 12 Volt Factory, Defroster, Power Door Locks-All Doors, Power Anti-Lock Brakes, Electric Power Storage-Nickle Metal Hydride Batteries, Front and Rear Floor Mats, Tinted Window-All, Glove Box with Door, Day/Night Inside Mirror, Dual Outside Mirrors-Driver Side Controlled, AM/FM Factory Radio, Standard Spare Tire for Model Bid, Power Steering, Factory Tilt and Cruise in Steering Wheel, Dual Sun Visors, All Season Radial Tires, Suspension Standard for Model Bid, Power Windows-All Windows, Intermittent Wipers.				
46	8	Hybrid Subcompact Sedan	Civic, Insight, Prius, CMAX or Equal	\$	ea.	\$ N/A
47	8	Hybrid Compact Sedan	Fusion, Optima, Corolla or Equal	\$	ea.	\$ N/A
48	8	Hybrid Midsize Sedan	Malibu, Sonata or Equal	\$	ea.	\$ Quit Building Malibu Hybrid
49	8	All Electric Sedan	Nissan Leaf, Kia Niro EV, Bolt Volvo XC40 or Equal	\$	ea.	\$ Not a Bolt Dealer

PRICING TABLE 2: OTHER REQUIRED PRICING

The Vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the IFB. Unless stated in Exhibit A. the County shall assume that absolutely no other fees or delivery charges, including upgrade fees, will be assessed to the County whatsoever in connection with the MACPP 2020 Model Year Metro Vehicle Bid herein and to satisfy the IFB requirements.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE
Delivery Price	Per Mile	70 cents per mile
Guaranteed Not To Exceed Total Delivery Price	Per Vehicle	\$300.00
Vehicles will be delivered from	Location (City and State)	Platte City, MO
No charge within 50 miles		

Vendor's Initials: \_\_\_\_\_

## EXHIBIT A, continued

## PRICING TABLE 3: OPTIONAL PRICING: Alternative Fuel Options

The Vendor may provide firm, fixed pricing for Alternative Fuel Options for Vehicles listed in Pricing Table 1, for the proposed MACPP 2020 Model Year Metro Vehicle Bid solution. **Additional Vehicles Alternative Fuel Options may be listed on Separate pages using Pricing Table 3 format.**

DESCRIPTION / COMMENTS	UNIT PRICE
Pricing Table 1; Group Number:	1;5
Pricing Table 1; Item Number:	31-33
Alternative Fuel Package: Fuel Option and Base Price each Net	\$ 2,148.50
Alternative Fuel Option: CNG, LPG, P/H/EV, E85, B20	6.0 L V8 SFI Gaseous CNG/LPG Capable, does not include CNG/LPG system This is a prep system only.
Alternative Fuel Operation: Dedicated, Bi-Fuel or Flex Fuel	6.0 L V8 with E85 Flex fuel/ \$945.25
Gas Gallon Equivalent (How much fuel on board)	31 Gallons Gas
GGE Gas Gallon Equivalent - Option 1 Tank Size	\$
GGE Gas Gallon Equivalent - Option 2 Tank Size	\$
Manufacturer and Model of conversion system	GM Not a conversion
Current or Pending EPA or CARB Certification No. (If no cert no., please explain):	
OEM Supported (Vendor has QVM or SVM status or equivalent: yes or no)	
Drop ship code (if applicable)	

## PRICING TABLE 4: OPTIONAL PRICING

The Vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed MACPP 2020 Model Year Metro Vehicle Bid solution.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE
Minimum Guaranteed Trade-In Valuation	Each	\$300

Vendor's Initials: \_\_\_\_\_

## EXHIBIT A, continued

## PRICING TABLE 5: OPTIONAL EQUIPMENT DISCOUNT

During the Course of the Agreement Year, the using Departments, Agencies and/or other Jurisdictions May Need to Order Optional Equipment or Items Not Specifically Listed Above. Please State Below, Any Discounts for Such Purposes, from Your Listed Prices.

Discount off MSRP list price		5 %

Vendor's Initials: \_\_\_\_\_

**EXHIBIT B**  
**Experience and Expertise**

The evaluation of the Vendor's experience and expertise shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE:**

A MINIMUM of 3 year experience is required of the successful Vendor, in similar services, as described in the scope. Experience and references provided by Vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been in the MACPP 2020 Model Year Metro Vehicle Bid business? \_\_\_\_\_

List a minimum of three (3) references showing Agreements held by your company providing the same or similar services for other public entities, local government or private companies.

Reference No. 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 2 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 3 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Vendor's Initials: \_\_\_\_\_

## EXHIBIT B, continued

**B.2 EXPERTISE:****PERSONNEL QUALIFICATIONS**

Vendors should provide the information below.

Indicate person who will be supervising vehicle pricing and/or purchasing and years of experience in similar work.

Name: Dean J. Meier No. of Years 35

Type of Experience: Govt. sales, Commercial Contracts, Chevrolet Sales Manager for 30 years

Complete the following for employees that would be working on this project. List any previous work directly relating to the IFB specifications that have been performed for other public entities, local government or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING/CERTIFICATIONS
Dean J. Meier	35 Years with GM	Top 10 Fleet Performer for GM last 7 years

Vendor's Initials: \_\_\_\_\_

**EXHIBIT C**  
**Lease Term Information**

The evaluation of the Vendor's proposed Lease Term Information shall be subjective and based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding the proposed Lease Term Materials. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the Vendor's responsibility to make sure all MACPP 2020 Model Year Metro Vehicle Bid Lease Term Information proposed is adequately described. It should not be assumed that the evaluator has specific knowledge of the Lease Term information proposed; however, the evaluator does have sufficient business background to conduct an evaluation when presented complete information.

**C.1 LEASE TERM INFORMATION**

**Lease/Purchase Agreements**

Some participating Entities, Agencies and/or other Jurisdictions may wish to use a lease/purchase method of acquisition. If this method is utilized, that Agency using it will be responsible for the method of payment to the dealership and will assume all responsibility for any accompanying paperwork.

Clay County, Missouri will assume no responsibility for lease/purchase agreements by other participating Entities, Agencies and/or Jurisdictions. Each Agency reserves the right to arrange financing with any company it so chooses. Dealerships that wish to be considered for lease/purchase financing arrangements should submit a statement of such intentions with their bid under this Exhibit C answering the following questions as well as submitting any additional information deemed necessary.

1. Is a three-year plan with \$1 at end of lease to purchase vehicle offered?
2. Is straight leasing offered?
3. Include the following information in your bid response:
  - a. Municipal finance application
  - b. Lease payment schedule with a complete list of all fees including municipal interest rate
  - c. Master lease/purchase agreement
  - d. On your company's forms: any other information that may be required including but not limited to other financial documents.
  - e. Will your company make this lease/purchase pricing available to other Agencies using this bid?

Vendor's Initials: \_\_\_\_\_



**EXHIBIT D**  
**Miscellaneous Information**

**D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):**

- 1) If the County awarded you the proposed Agreement, would you sell under the prices and terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement.)

YES: ☒ NO: ☐

INITIALS: \_\_\_\_\_

- 2) Sales shall be made in accordance with the prices, terms, and conditions of the IFB and any subsequent term Agreement.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the Agreement unless they are specifically named in the IFB as a joint participating entity.
- 4) All sales to other jurisdiction shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other Agreement administration shall be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Manager shall be responsible to handle the solicitation and award the Agreement. The Purchasing Manager shall have the sole authority to modify the Agreement and handle disputes regarding the substance of the Agreement.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**D.2 WEBSITE**

- 1) Does your company have a website? YES: ☒ NO: ☐

- 2) If yes please provide the website address: www.robertschevroletbuick.com

Vendor's Initials: \_\_\_\_\_

## EXHIBIT D, continued

**D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:**

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor's organization is currently an elected or appointment official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointment official or employee of Clay County or any Political sub-division thereof:	N/A
If employee of Clay County or Political sub-division thereof, provide name of Clay County entity or political sub-division where employed:	N/A
Percentage of ownership interest in Vendor's organization held by elected or appointed official or employee of Clay County or political sub-division thereof:	N/A

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 1**

**Sealed IFB Label**

***PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE***

**SEALED BID RESPONSE ENCLOSED**

US MAIL /DELIVER TO: CLAY COUNTY PURCHASING DEPARTMENT  
1 COURTHOUSE SQUARE  
3<sup>rd</sup> Floor COMMISSION DESK  
LIBERTY, MO 64068

COURIER/DELIVER TO: CLAY COUNTY ~ PURCHASING DEPARTMENT  
ATTN: **Patrick West**  
16 W. FRANKLIN, SUITE 16-B  
LIBERTY, MO 64068

BID No.: **49-19** DATE: **OCTOBER 22, 2019**

BIDS MUST BE RECEIVED BEFORE **2:00 PM** CENTRAL TIME  
DESCRIPTION: **MACPP 2020 MODEL YEAR METRO VEHICLE BID**

SPECIFY VENDOR NAME: Roberts Chevrolet Buick

SPECIFY VENDOR'S CITY, STATE LOCATION: Platte City, MO 64079  
City, State Location

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 2**  
**Vehicles for 2020 Model Year**  
**List of Participating Agencies**

This is a joint bid for a supply and service agreement for the following participating agencies of the Mid America Council of Public Procurement Chapter of NIGP, with Clay County, MO serving as the Lead Agency:

City of Independence, MO  
 Richelieu Sese  
 111 E. Maple  
 Independence, MO 64050  
 816.325.7090 FAX 816.325.7088  
[rsese@indepmo.org](mailto:rsese@indepmo.org)

City of Lee's Summit, MO  
 Mark Stinson  
 1971 SE Hamblin Road  
 Lee's Summit, MO 64082  
 816.969.1061  
[Mark.Stinson@cityofls.net](mailto:Mark.Stinson@cityofls.net)

City of Olathe, KS  
 Lisa Robbins  
 100 East Santa Fe  
 Olathe, KS 66051  
 913.971.8925 FAX 913.971.8719  
[lmrobbins@olatheks.org](mailto:lmrobbins@olatheks.org)

Johnson County, KS  
 Kyra Blatchford  
 111 South Cherry, Suite 2400  
 Olathe, KS 66061  
 913.715.0591 FAX 913.715.0597  
[kyra.blatchford@jocogov.org](mailto:kyra.blatchford@jocogov.org)

City of Kansas City, MO  
 Ronnell Simpson  
 414 E. 12<sup>th</sup> Street  
 Kansas City, MO 64106  
 816.513.1590 FAX 816.513.1156  
[Ronnell.Simpson@kcmo.org](mailto:Ronnell.Simpson@kcmo.org)

WaterOne  
 Robin Broussard  
 10747 Renner Blvd  
 Lenexa, KS 66219  
 913.895.5532  
[Rbroussard@waterone.org](mailto:Rbroussard@waterone.org)

Buchanan County, MO  
 Kim Hartman  
 411 Jules Street, Room 101  
 St. Joseph, MO 64501  
 816.271.1512 FAX 816.271.1569  
[khartman@co.buchanan.mo.us](mailto:khartman@co.buchanan.mo.us)

Metropolitan Community College  
 Nicole Averell  
 3200 Broadway  
 Kansas City, MO 64111  
 816.604.1100  
[Nicole.Averell@mcckc.edu](mailto:Nicole.Averell@mcckc.edu)

Greene County, MO  
 Melissa Denney  
 1443 N. Robberson, Suite 1000  
 Springfield, MO 65802  
 417.868.4013 FAX 417.868.4188  
[MDenney@greenecountymmo.gov](mailto:MDenney@greenecountymmo.gov)

Douglas County, KS  
 Jackie Waggoner  
 1100 Massachusetts  
 Lawrence, KS 66044  
 785.832.5286 FAX 785.838.2480  
[jwaggoner@douglascountyks.org](mailto:jwaggoner@douglascountyks.org)

Unified Government of Wyandotte Co.  
 / Kansas City, KS  
 Kelly Regan  
 701 N. 7th St. Suite 649  
 Kansas City, KS 66101  
 913.573.5447 FAX 913.573.5444  
[kregan@wycokck.org](mailto:kregan@wycokck.org)

Jackson County, MO  
 Katie Bartle  
 415 East 12<sup>th</sup> Street, Room G-1  
 Kansas City, MO 64106  
 816.881.3465 FAX 816.881.3268  
[kmbartle@jacksongov.org](mailto:kmbartle@jacksongov.org)

City of Overland Park, KS  
 Jose Vargas  
 11300 W. 91<sup>st</sup> Street  
 Overland Park, KS 66214  
 913.327.6658  
[jose.vargas@opkansas.org](mailto:jose.vargas@opkansas.org)

City of Raytown, MO  
 Tony Mesa  
 10000 East 59<sup>th</sup> Street  
 Raytown, MO 64133  
 816.737.6066 FAX 816.737.6052  
[tonym@raytown.mo.us](mailto:tonym@raytown.mo.us)

Raytown Police Department  
 Lieutenant Paul Beitling  
 10000 East 59<sup>th</sup> Street  
 Raytown, MO 64133  
 816.737.6103 FAX 816.737.6137  
[beitlingp@raytownpolice.org](mailto:beitlingp@raytownpolice.org)

City of Merriam, KS  
 Ross Davis  
 6901 Knox  
 Merriam, KS 66203  
 913.322.5570 FAX 913.322.5575  
[rdavis@merriam.org](mailto:rdavis@merriam.org)

Kansas City Kansas Board of Public Utilities  
 Jason McVay  
 6742 Riverview Avenue  
 Kansas City, KS 66102  
 913.573.9414  
[jmcmvay@bpu.com](mailto:jmcmvay@bpu.com)

Jackson County, MO Circuit Court  
 Terry Shepard  
 415 East 12<sup>th</sup> Street, Room 8M East;  
 Purchasing  
 Kansas City, MO 64106  
 816.881.1309 FAX 816.881.3226  
[Terry.Shepard@courts.mo.gov](mailto:Terry.Shepard@courts.mo.gov)

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 3**  
**JACKSON COUNTY, MISSOURI**  
**COMPLIANCE REVIEW FORM**

Vendor's Initials: \_\_\_\_\_

# JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: 10/21/19 (All reports expire annually on December 31<sup>st</sup>)

## DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3302.

Mail/Fax or Email reports to:

Tom Wyrsh

Contract Compliance Review Director

415 East 12<sup>th</sup> Street - 2<sup>nd</sup> Floor

Kansas City, Missouri 64106

EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)

FAX: (816) 881-1223

## 1. COMPANY DESCRIPTION:

Name of Company Roberts Chevrolet Buick

Street Address PO BOX 470 1600 E. Prairie View Road

City Platte City State MO Zip 64079

Email Address: [fleet@robertscb.com](mailto:fleet@robertscb.com)

Website Address: [www.robertschevroletbuick.com](http://www.robertschevroletbuick.com)

Area Code 816 Telephone Number 858-3200

Representative Name Dean J. Meier

## 2. COMPANY STATISTICS:

A. Total number of Employees 34

B. Total Number of Employees who are:

1. Women 5 4. Asian \_\_\_\_\_

2. Hispanic 1 5. American Indian \_\_\_\_\_

3. Black 1 6. Biracial \_\_\_\_\_

## YES NO N/A

3. Has your company advertised for applicants since your report? No \_\_\_\_\_

If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement \_\_\_\_\_

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? N/A \_\_\_\_\_

If so, please attach a detailed report of such efforts \_\_\_\_\_

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures? No

If so, please attach a narrative of such efforts. \_\_\_\_\_

## YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants? N/A \_\_\_\_\_

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? No

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY N/A  
STREET ADDRESS \_\_\_\_\_  
REPRESENTATIVE NAME \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
WEBSITE ADDRESS \_\_\_\_\_  
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK: \_\_\_\_\_  
DURATION OF CONTRACT \_\_\_\_\_  
AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITHWHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

1. Available employment \_\_\_\_\_

2. Visual check Yes \_\_\_\_\_

3. Other (specify) \_\_\_\_\_

This Compliance Review Form was prepared and submitted by:

Signature \_\_\_\_\_  
Amy Surprise Office Manager  
Name and Title \_\_\_\_\_  
10/21/2019  
Date

**I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to non-compliance procedures.**

**ATTACHMENT 4**  
**JACKSON COUNTY, MISSOURI**  
**AFFIDAVIT form**

Vendor's Initials: \_\_\_\_\_



**AFFIDAVIT**

STATE OF Missouri )  
 ) SS.  
COUNTY OF Platte )

Roberts Chevrolet Buick of the City of Platte City  
County of Platte State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the Fleet Manager (Title of Affiant) of Roberts Chevrolet Buick (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Roberts Chevrolet Buick (Name of Bidder)

By: \_\_\_\_\_ (Signature of Affiant)

Fleet Manager (Title of Affiant)

Subscribed and sworn to before me this 18th day of October, 2019

\_\_\_\_\_  
NOTARY PUBLIC in and for the County of Platte (SEAL)

State of Missouri

My Commission Expires: \_\_\_\_\_

## **EXHIBIT**

**B**

Best Bid

Date: 10/2/2020

Installed By:  
Final Inspection:

Date Called:

## Blackjack Truck Accessories

Name Belton Fire Dept -			
Address			
City		State	Zip Code
Home Phone		Work Phone 814-863-0077	Comments:
Vehicle Make Chevy		Model 1500	Year 2021
Cab Size: Reg Cab		Crew Cab	Bed Size: S/B L/B Flatbed
		6'5	147w6

## Campershell Information:

Topper Manufacturer Leer		Topper Model 100R	Year
Color Code:	Serial Number:		Model Number:
Painted to match			Sale Price: 1659 <sup>00</sup>
Options:			Window Driver 145 <sup>00</sup>
			Window Passenger 145 <sup>00</sup>
Vin #:			Total: 1949 <sup>00</sup>

## Product Information:

Manufacturer	Description	Part Number	Sales Price	Ordered	P.O. #	Received	Order Location
Cargoglide	1200lbs		1248 <sup>00</sup>				
		LABOR	55 <sup>00</sup>				
Decked	Cargo System		1249 <sup>00</sup>				
		LABOR	155 <sup>00</sup>				
Luvorne	Grip Step		549 <sup>00</sup>				
	W2W	LABOR	55 <sup>00</sup>				
		Total Parts	4996 <sup>00</sup>				
		LABOR	265 <sup>00</sup>				
		Total	5261 <sup>00</sup>				

Comments (Special Notes)

-Sole Source

# Estimate



## 911 Custom

6970 W 152nd Ter

Overland Park, KS 66223

Phone: 913-390-8540

Email: sales@911custom.com

Order #	Date
38973	10/21/2020

Bill To:
Belton FD - MO Belton Fire Dept Belton Fire Chief 16300 Mullen Rd. Belton, MO 64012

Ship To:
Belton FD - MO Belton Fire Dept Belton Fire Chief 16300 Mullen Rd. Belton, MO 64012

Sales Rep	Payment Terms	Carrier	PO#
Kevin	Net 30	UPS	SILVERADO MARSHALL

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	W-ISFW49Z	INNER EDGE FST WC 10 SILVERADO RED BLUE DUO	\$749.00	1.00 ea	\$ 749.00
2	Sale	W-ISRW10	INNER EDGE RST WC 10-LT TRAY REAR VISOR DUO RA BA	\$749.00	1.00 ea	\$ 749.00
3	Sale	***911BRACKET	bracket REAR INNER EDGE BRACKET	\$65.00	1.00 ea	\$ 65.00
4	Sale	W-IONR	ION LIGHT RED FRONT GRILL REAR TAG	\$77.50	2.00 ea	\$ 155.00
5	Sale	W-IONB	ION LIGHT BLUE FRONT GRILL REAR TAG	\$77.50	2.00 ea	\$ 155.00
6	Sale	W-IONBKT1	ION LICENSE PLATE BKT HORIZ.	\$21.13	1.00 ea	\$ 21.12
7	Sale	W-NP3BB	NANO-3 PIONEER BAIL MT 12V BLK FRONT FOG / WIGWAG	\$99.00	2.00 ea	\$ 198.00
8	Sale	W-PFLASH	PIONEER LED FLASHER 4 OUTLET FRONT FOG FLASHER	\$64.31	1.00 ea	\$ 64.31
9	Sale	W-LINSV2R	SURFACE MT LINZ V-SERIES RED SIDE MIRROR	\$144.55	1.00 ea	\$ 144.55
10	Sale	W-LINSV2B	SURFACE MT LINZ V-SERIES BLUE SIDE MIRROR	\$144.55	1.00 ea	\$ 144.55
11	Sale	W-LSVBKT13	LINSV MIRROR MT KIT SILVERADO	\$16.90	1.00 ea	\$ 16.90
12	Sale	W-I2J	DUO LINEAR ION RED/BLUE BLK SIDE RUNNING BOARD	\$102.00	4.00 ea	\$ 408.00
13	Sale	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK SIDE RUNNING BOARD BRACKETS	\$21.13	4.00 ea	\$ 84.50
14	Sale	H-C-3012-1	Havis Universal Wide Console for Equipment Mounting	\$714.95	1.00 ea	\$ 714.95
15	Sale	H-CUP2-1001	Self-Adjusting Double Cup Holder	\$43.81	1.00 ea	\$ 43.81
16	Sale	H-C-ARM-102	Side mount armrest	\$51.49	2.00 ea	\$ 102.98
17	Sale	W-CCSRNT5	CARBIDE SIREN W/CANPORT & T/A SIREN SWITCHBOX	\$849.00	1.00 ea	\$ 849.00
18	Sale	W-CANCTL6	CANTROL/CARBIDE CONTROLLER ROTARY KNOB	\$0.00	1.00 ea	\$ 0.00

# Estimate



## 911 Custom

6970 W 152nd Ter

Overland Park, KS 66223

Phone: 913-390-8540

Email: sales@911custom.com

Order #	Date
38973	10/21/2020

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
19	Sale	W-CC5K1	CCSRN5 INSTALL KIT FORD/DODGE	\$0.00	1.00 ea	\$ 0.00
20	Sale	W-SA315P	SA315P SPEAKER, BLACK PLASTIC	\$175.00	1.00 ea	\$ 175.00
21	Sale	W-SAK1	SA-315 MOUNT KIT UNIVERSAL	\$15.00	1.00 ea	\$ 15.00
22	Sale	Installation	Installation	\$2,395.00	1.00 ea	\$ 2,395.00
23	Sale	MP-WIREPACK	Wiring Pack for Installations	\$100.00	1.00 ea	\$ 100.00
24	Sale	KA-CG1500XL-6548	Cargo Glide Bed Slide; CG-XL Series; 1500 Pounds; 65"L x 49.25"W x 6.25"H	\$2,349.00	1.00 ea	\$ 2,349.00
25	Sale	H-C-B67	2015-2019 Chevrolet Tahoe 2-piece mounting bracket kit	\$75.44	1.00 ea	\$ 75.44
26	Sale	H-C-TMW-GMC-03	2015-2019 Chevrolet Tahoe Tunnel Mount assembly	\$115.94	1.00 ea	\$ 115.94
27	Sale	ST-46000	Portable Scene Light II - 120V AC - Red	\$530.00	1.00 ea	\$ 530.00

OPTIONS

Subtotal:	\$10,421.07
Sales Tax:	\$0.00
Total:	\$10,421.07
Paid:	\$0.00
Balance Due:	\$10,421.07

⇒ OPTIONS \$ 7,350.69

Approval: \_\_\_\_\_ Date: \_\_\_\_\_



**AMERAGUARD of Lee's Summit**  
 309 S.E. Oldham Road  
 Lee's Summit, MO 64081  
 Telephone (816) 554-6600 • Fax (816) 554-6606

AUTHORIZED APPLICATOR - **AMERAGUARD®**

Date 9-24-20

## WORK ORDER - INVOICE

VEHICLE INFORMATION	
Year Make & Model	_____
Color	_____
Mileage	_____
Serial No.	_____
Stock No.	_____
Customer Order #	_____

CUSTOMER INFORMATION	
Name	<u>City of Belton</u>
Address	_____
City	_____ State _____
Zip Code	_____
Phone Home	_____ Bus. _____

QTY.	DESCRIPTION	UNIT	TOTAL
✓	Sprayed Box Liner <u>6 1/2</u>		<u>469.00</u>
	Inside Rail Prot. <u>5 3/4 Supercrow</u>		<u>449.00</u>
	Over Rail Prot.		
	Color		
	Clear Coat UV Protectant		
	Misc. Other		
Special Instructions/Notes  <u>Rebecca</u> <u>Alhaman</u>		Total Above	
		RxR Labor	
		Sub Total	
		Less Discount	
		Balance	<u>60</u>
		Tax	
		<b>TOTAL</b>	

**WARRANTY**

The Dealer will repair the sprayed liner which as determined by the installing Dealer to be defective in material or workmanship, and subject to any applicable service charges. Repairs must be carried out by the installing Dealer at its place of business. Warranty is in effect to the original owner for the life of the vehicle. Warranty does not cover physical or subsequent damage to the liner or vehicle. Removal and replacement of attachments will be charged at the Dealers prevailing labor rate at time repairs are done. Purchaser is hereby notified that color change from original may occur in time for which no warranty applies. The foregoing is in lieu of any and all other warranty or guarantee expressed or implied and is non transferable to subsequent owner of the vehicle.

**NOTICE TO VEHICLE OWNER**

Application of the **AMERAGUARD®** Liner involves sanding, installing and removing masking tape and trimming on the vehicles painted surface. Purchaser warrants the paint on the vehicle against peeling during such time the above process is carried out and when the masking tape is removed.

### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the work herein set forth and in accordance with the warranty and notice to owner set out above, to be done along with the necessary material and agree that to the extent permitted by law, you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by equipment failures, or other unforeseen circumstances. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of the work set out in this work order and delivery. Until payment in full of the within account, I hereby acknowledge the existence of a repair lien in favour of the within dealer on the vehicle described herein in respect of the material supplied and services rendered under this work order for the full amount charged therefore. I further acknowledge that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the dealer, until the within account is paid in full. While the vehicle is in my possession it shall at all times be subject to repossession on demand by the dealer until the within account is paid in full.

INDEBTEDNESS IS HEREBY ACKNOWLEDGED IN THE SUM OF \$ \_\_\_\_\_ BEING ALL OR THE BALANCE OWING IN THIS WORK ORDER.

DATE 9-24-20 SIGNATURE \_\_\_\_\_





Telephone (816) 554-6600 • Fax (816) 554-6606

Date

92420

# CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062

www.CONRADFIRE.com

(913) 780-5521

(913) 780-5251 Fax

Lowest Bid

## QUOTATION

## 140179

CUSTOMER NO.

1050

### BILL TO:

BELTON FIRE DEPARTMENT  
16300 N. MULLEN RD  
BELTON, MO 64012

### SHIP TO:

BELTON FIRE DEPARTMENT  
16300 N. MULLEN RD  
BELTON, MO 64012

PHONE: 816/331-7969

PAGE 1

FAX: 816/322-7368


DATE		SHIP VIA	F.O.B.	TERMS	
11/02/20		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
SURVIVOR 12V ORANGE		11/02/20	137 164		140179
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
1		STR.90509	SURVIVOR LED W/DC FAST CHARGER	131.91	131.91
		***WE HAVE MOVED*** PLEASE UPDATE OUR ADDRESS 19922 W 162ND STREET OLATHE, KS 66062			
Product Total		Discount	Freight	Taxable Amount	Tax
131.91		0.00		131.91	0.00
					Misc. Amt.
					QUOTATION TOTAL
					131.91



### "WE APPRECIATE YOUR BUSINESS"






RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.



Lowest Bid







+16

14.3-ft Reach Type 1A - 300-lbs Capacity Telescoping Multi-Position Ladder

**\$134.00**

85

[View Q&A](#)


**Little Giant Multi-Position Ladder**  
14.3-ft Reach Type 1A - 300-lbs Capacity Telescoping Multi-Position Ladder

- Maximum reach of 14 feet 4 inches in extension ladder position (assuming a 5 ft 6 inch person with a vertical 12 inch reach)
- Multiple configurations including A-frame, extension, staircase or 90° ladder and versatile and plant scaffolding system
- Features Little Giant's new spring-assisted Rapid Lock adjustments which are easier to adjust than manual U locks

1

+

Add to Cart



Free Store Pickup


7 Available

Raymore Lowe's

4000 N. 70th St.

Delivery

Est. 10/14



Ask me anything!  
I am here to help.

CHAT NOW

065





# KNOX®

1601 W Deer Valley Road Phoenix, AZ 85027 • (800) 552-5669 • Fax (623) 687-2290  
Visit us at: www.knoxbox.com

## Quotation

Page.....: 1 of 1  
Number.....: SQT000026620-2  
Date.....: 8/4/2020  
Quotation deadline.....: 2/2/2021  
Payment Terms.....: Net 30  
Quoted by.....: Tom Grismer  
Phone.....: (800) 552-5669  
E-Mail.....: tgrismer@knoxbox.com

Belton Emergency Svcs  
ATTN: Chad Wright  
16300 N MULLEN RD  
BELTON, MO 64012-2618

Dear Chad:

I am pleased to provide the following Knox product specification and cost proposal:

Item number	Description	Quantity	Unit price	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT. Master Lock: PS-21-0090-11-96 Repair Tech Lock: RTB01	1.00	821.00	821.00
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	1.00	62.00	62.00

**\*\*PURCHASE ORDER REQUIRED\*\***

Misc. charges	Amount		
Shipping & Handling	29.00		
Sales balance	Misc. charges	Sales tax	Total
883.00	29.00	0.00	912.00 USD

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Quotation deadline" date shown above. All shipping and handling fees are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product however; Knox is not responsible for actual installation.

**SALES TAX DISCLAIMER:** Knox is required to collect sales tax for purchases made in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, IL, IN, IA, KY, KS, MA, ME, MD, MI, MN, NC, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VI, VT, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are exempt from sales tax, you must provide us with a sales tax exempt certificate at the time the order is placed.

If I can provide further information, please contact me at the phone number or email address listed above.

Sincerely,

Tom Grismer  
Account Manager

# **SECTION VIII**

## **E**

**A RESOLUTION APPROVING THE PURCHASE OF AIR PURIFICATION EQUIPMENT AND INSTALLATION IN NINE CITY BUILDINGS INCLUDING THE WELLNESS CENTER, SENIOR CENTER, MEMORIAL STATION, CITY HALL ANNEX, CITY HALL, FIRE STATIONS 1 AND 2, AND EAGLES LANDING GOLF COURSE CLUBHOUSE FROM SIEMENS INDUSTRY, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$52,023.00 TO BE PURCHASED FROM THE CARES ACT.**

**WHEREAS**, as a response to COVID-19, Staff solicited bids through the Sourcewell Cooperative Agreement Approved Vendors List to provide air purification equipment in nine City buildings including the Wellness Center, Senior Center, Memorial Station, City Hall Annex, City Hall, Fire Station 1, Fire Station 2, Police Station, and Eagles Landing Golf Course Clubhouse. Staff explored different air purification methods and recommends the use of air ionization technology due to both its effectiveness and low maintenance costs. Air ionization is effective against viruses, odors, allergens, and mold; and

**WHEREAS**, Public Works received a proposal from Siemens Industry, Inc. who has expertise and experience with HVAC and air purification technologies with several different sizes and optional equipment. After reviewing the proposal, the following is recommended in the not-to-exceed amount of \$52,023.00 including equipment and installation:

Alternative Siemens Recommendation  
O2Prime Ionization Solution O2P-OC-48 (16 Units)  
O2Prime Ionization Solution O2P-OC-24 (13 Units)  
O2Prime Ionization Solution O2P-AH-36 (1 Units)  
O2Prime Ionization Solution O2P-AH-66 (1 Units)  
O2Prime Ionization Solution O2P-AH -96 (2 Units)

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

**SECTION 1.** That the purchase and installation of air purification equipment in nine City buildings is hereby approved for purposes described above.

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Mayor Jeff Davis

ATTEST:

---

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

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

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

AYES:               COUNCILMEN:

NOES:               COUNCILMEN:

ABSENT:            COUNCILMEN:

---

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 24, 2020

**DIVISION:** Public Works

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

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

**ISSUE/RECOMMENDATION:**

As a response to COVID-19, Staff solicited bids through the Sourcewell Cooperative Agreement Approved Vendors List to provide air purification equipment in nine City buildings including the Wellness Center, Senior Center, Memorial Station, City Hall Annex, City Hall, Fire Station 1, Fire Station 2, Police Station, and Eagles Landing Golf Course Clubhouse. Staff explored different air purification methods and recommends the use of air ionization technology due to both its effectiveness and low maintenance costs. Air ionization is effective against viruses, odors, allergens, and mold. Public Works received a proposal from Siemens Industry, Inc. who has expertise and experience with HVAC and air purification technologies with several different sizes and optional equipment. After reviewing the proposal, the following is recommended in the not-to-exceed amount of \$52,023.00 including equipment and installation:

Alternative Siemens Recommendation  
O2Prime Ionization Solution O2P-OC-48 (16 Units)  
O2Prime Ionization Solution O2P-OC-24 (13 Units)  
O2Prime Ionization Solution O2P-AH-36 (1 Units)  
O2Prime Ionization Solution O2P-AH-66 (1 Units)  
O2Prime Ionization Solution O2P-AH -96 (2 Units)

Staff recommends approval of the purchase of air purification equipment and installation from Siemens for \$52,023.00.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Consultant:	Siemens Industry, Inc.
Amount of Request/Contract	\$ \$52,023.00

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

Approve a resolution approving the purchase of air purification equipment and installation in nine City buildings including the Wellness Center, Senior Center, Memorial Station, City Hall Annex, City Hall, Fire Stations 1 and 2, Police Station, and Eagles Landing Golf Course Clubhouse from Siemens Industry, Inc. in the not-to-exceed amount of \$52,023.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Siemens Industry, Inc. Proposal  
Sourcewell Missouri Legal References



Siemens Industry, Inc  
8066 Flint Street  
Lenexa, KS 66214  
Building Technologies Division  
[www.sbt.siemens.com](http://www.sbt.siemens.com)

## Proposal-BAS

Project: **City of Belton**

Bid Date: **November, 2020**

To: **Michael Kuhn Engineer 1**  
(816) 892-1293 [mkuhn@belton.org](mailto:mkuhn@belton.org)

Addendums Reviewed: **-1 -**

Revision: **--**

Proposal #: 4a7a0b03-ed19-453c-b904-cde5c1965a30

We are pleased to provide pricing for the City of Belton Cares Act Project. This proposal is in accordance with the Request for Proposal from the Office of the City of Belton, Missouri. Siemens Industry, Inc. requires that this proposal be included within any contract terms and conditions.

### Pricing

This price is valid for 60 days from the date given above.

#### City of Belton Request.

**O2Prime Ionization Solution O2P-OC-48 (20 Units)**

**O2Prime Ionization Solution O2P-OC-24 (13 Units)-**

**Total of O2PrimeIonization Solution (33 HVAC units) (No Tax Included) \$ 40,000.00**

#### Alternative Siemens Recommendation

**O2Prime Ionization Solution O2P-OC-48 (16 Units)**

**O2Prime Ionization Solution O2P-OC-24 (13 Units)**

**O2Prime Ionization Solution O2P-AH-36 (1 Units)**

**O2Prime Ionization Solution O2P-AH-66 (1 Units)**

**O2Prime Ionization Solution O2P-AH -96 (2 Units)**

**Total of O2PrimeIonization Solution (33 HVAC units) (No Tax Included) \$ 52,023.00**

#### Alternative Air Stations Recommendation/

**GPS IMEASURE AIR STATION Add to quote price:**

**Total of GPS IMEASURE Air Stations (1) per Facility (No Tax Included)..... \$ 6,681.00**

**Recommend (1) Air Stations x (9) Facilities (No Tax Included) ..... \$ 60,129.00**



**General Information Clarification for Siemens Scope of Work:**

- Item F – Siemens intends to provide the electrical installation for the O2Prime Ionization Scope of work.

**Lead-Time for Proposed Equipment:**

- Alternate O2Prime Ionization Equipment will have a 2 - 4 weeks lead-time upon project award

**Scope of Work Clarification:**

- Siemens includes all labor, materials, equipment, wiring, installation, labeling, documentation, testing, verification, shipping, handling, administration, supervision, management, insurance, warranty for a fully functional O2Prime system
- Work will be done on straight time except the Main Entrance
- New 120V Circuits to be used by the nearest circuit available
- (1) Year warranty

**Exclusions:**

- BAS Connections
- Payment & Performance Bon
- Overtime
- Use Tax

*The Terms and Conditions of Sale shown on the attached are a part hereof:*

**Proposal Accepted:**

Siemens Industry, Inc. is authorized  
to proceed with the work as proposed.

**Proposal Submitted:**

**Agreed Purchase Price:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Seller:** Siemens Industry Inc.

**By:** Steve Buck

**Title:** Sales Executive

**Date:** November 2020

The following list of equipment will be Provided:

**REQUESTED by City of Belton**

**(2) Wellness center – (1) Senior Center – (3) Annex – (1) City Hall – (1) Fire 1 (3) Fire 2- (2) Golf Course**

Current Qty	System Description
13	02Prime Bi- polar Ionization generation device 02P-0C-24
13	110 VAC outlet and run power from nearest source

**(6) Wellness center - (2) Memorial Station – (3) City Hall – (2) Fire 1 (2) Fire 2- (5) Police**

Current Qty	System Description
20	02Prime Bi- polar Ionization generation device 02P-0C-48
20	110 VAC outlet and run power from nearest source

---

**Siemens Alternative Recommended - Replace with Proper size Ionization system per CFM of Units**

**(2) Wellness center – (1) Senior Center – (3) Annex – (1) City Hall – (1) Fire 1 (3) Fire 2- (2) Golf Course**

Current Qty	System Description
13	02Prime Bi- polar Ionization generation device 02P-0C-24
13	110 VAC outlet and run power from nearest source

**(3) Wellness center - (2) Memorial Station – (3) City Hall – (2) Fire 1 (2) Fire 2- (4) Police**

Current Qty	System Description
20	02Prime Bi- polar Ionization generation device 02P-0C-48
20	110 VAC outlet and run power from nearest source

**(3) 27 ton 25 ton 12 ton Wellness Center (1) 40 ton Police**

Current Qty	System Description
1	O2Prime Bi- polar Ionization generation device 02P-AH-36 12- ton
1	O2Prime Bi- polar Ionization generation device 02P-AH-66 25 ton
2	O2Prime Bi- polar Ionization generation device 02P-AH-96 27-40 ton

#### Siemens Alternative Recommended AIR STATIONS

#### GPS IMEASURE AIR STATIONS

#### 9 Buildings –

(1) Wellness Center, (1) Senior Center, (1) Memorial Station, (1) Annex, (1) City Hall, (1) Fire1 (1) Fire2, (1) Police, (1) Golf Course

Current Qty	System Description
9	02 Prime Air Stations – GPS IMEASURE

#### **Product Description**

The GPS-IMEASURE is the first commercially available ion detector that can be permanently mounted in the space to measure ion levels in real time and provide a signal to a Building Automation System (BAS).

#### **Standard Features**

Auto calibration, auto zero, 0-10VDC output for BAS monitoring, watchdog timer, bi-color operation status LED and 0 - 1,000,000 ions/cc Range.

#### **The following scope is included in our price:**

If accepted Siemens will provide City of Belton the O2Prime Bi-polar Ionization system for Roof Top Unit that Supply conditioned air. This Ionization system is a self-cleaning compact solution that will be installed on the inlet side of the fan housing providing continues ion generation while Roof Top Units is in operation.

1. Ionization device will be interlocked to run with blower

**INSTALLATION TERMS AND CONDITIONS (REV. 10/09)**

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc., Building Technologies Division. ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

**Article 1: General**

**1.1** (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

(c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

(d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

**1.2** This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

**Article 2: Work by SIEMENS**

**2.1** SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by SIEMENS shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

**2.2** SIEMENS shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

**2.3** SIEMENS is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Scope set forth in this Agreement. Any Customer request to change the Scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto. **2.4** All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

**2.5** Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

**2.6** SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures

**Article 3: Responsibilities of Customer**

**3.1** Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;

(f) Notify SIEMENS promptly of any site conditions requiring special care, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(h) Provide SIEMENS with Material Safety Data Sheets that conform to OSHA requirements related to all Hazardous Materials located at the site;

(i) Furnish to SIEMENS any contingency plans related to the site; and

Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment;

(j) telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

**3.2** Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

**3.3** Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

**3.4** Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

**3.5** Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

**Article 4. Changes; Delays; Excused Performance**

**4.1** As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to SIEMENS' compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

**4.2** SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire,

## Siemens Industry, Inc.

theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

### Article 5: Compensation

**5.1** SIEMENS shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

**5.2** SIEMENS may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

**5.3** Except to the extent expressly agreed in writing, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

### Article 6: Warranty, Insurance and Allocation of Risk

**6.1** (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

**6.2** (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. However, SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work

**(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s) Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.**

**6.3** THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

**6.4** SIEMENS shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and

\$5,000,000 in the aggregate

Automobile Liability	\$1,000,000 per	occurrence/aggregate
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**6.5** Risk of loss of materials and Equipment furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**6.6** ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM CUSTOMER UNDER THIS AGREEMENT. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

**6.7** It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

### Article 7: Hazardous Materials Provisions

**7.1** The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by SIEMENS before its obligations hereunder will continue.

**7.2** Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.1 above, SIEMENS will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**7.3** Customer warrants that, prior to the execution of the Agreement, it has notified SIEMENS in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**7.4** For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Customer shall

## Siemens Industry, Inc.

indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 7.1, 7.2 or 7.3.

### **Article 8: Import / Export Indemnity**

**8.1** Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

# **SECTION IX**

## **C**

**AN ORDINANCE APPROVING THE FINAL PLAT FOR TRADITIONS THIRD PLAT, A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 46, RANGE 33, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally or disapprove final plats within a reasonable time after submission; and

**WHEREAS**, the Planning Commission convened a meeting on November 2, 2020, and reviewed and recommended approval of the final plat of Traditions Third Plat to the City Council; and

**WHEREAS**, the City Council finds that this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve the plat for recording.

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

- Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat of Traditions Third Plat.
- Section 2.** The Mayor and the City Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- Section 3.** The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- Section 4.** The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- Section 5.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: November 24, 2020

READ FOR THE SECOND TIME AND PASSED:



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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

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

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

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

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 24, 2020

**DIVISION:** Planning and Building Department

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

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

**ITEM FOR CONSIDERATION:**

Approval of a Final Plat of Traditions – 3rd Plat located East of Emily Lane.

**PROPOSED CITY COUNCIL MOTION:**

Concur with the Planning Commission recommendation of approval.

**BACKGROUND:**

The Final Plat is consistent with the revised preliminary plat as approved by the City Council.

*Density-* The plat provides for 12 lots to allow the construction of additional four-unit multi-family buildings. This is a total of 48 new units, which provides the same density that was allocated with the preliminary plat.

*Streets-* Right-of-way for the extension of Emily Lane is dedicated with the plat. There is also a new north/south street that will be part of a collector street system north to Cunningham Parkway, and south to Cambridge Street with future development.

*Easements-* The final plat includes appropriate language for public utility easements.

*Tracts/Open Space-* The plat includes the dedication of Tracts R, S, and T for open space. Tract R includes an eight-space overflow/auxiliary parking lot for residents and guests. These tracts will be maintained by the homeowner's association.

*Detention-* Stormwater detention is provided for in area-wide basins located on Tracts in Phase I, just south of the plat area.

**PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:**

The Planning Commission considered the request at their meeting of November 2, 2020. The Planning Commission recommended approval of the application for a Final Plat of Traditions – 3rd Plat as the final plat is consistent with the final development plan. The plat meets all final plat requirements of Section 36.35 of Unified Development Code.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Final Plat
2. Area Map



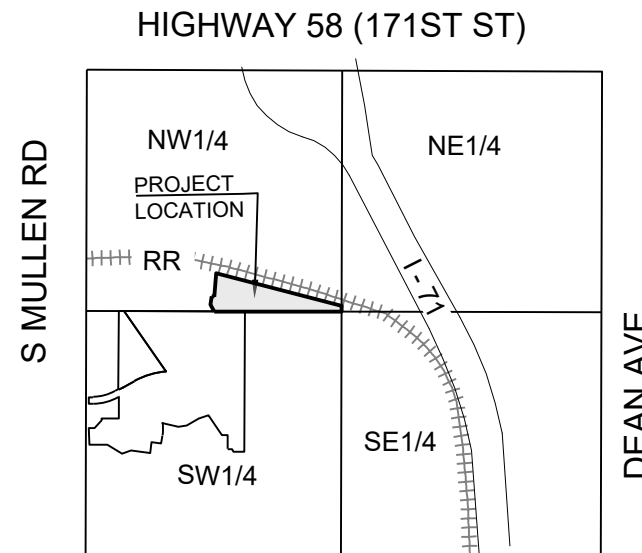
FINAL PLAT OF  
TRADITIONS - 3RD PLAT  
LOTS 202 THRU 209 AND TRACTS R, S AND T

A REPLAT OF BLOCK FIVE, PART OF BLOCK SIX AND DEAN-CO PARKWAY  
OF DEAN-CO DEVELOPMENT PARK, A SUBDIVISION IN THE NW 1/4 OF  
SEC. 18-46-32, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI

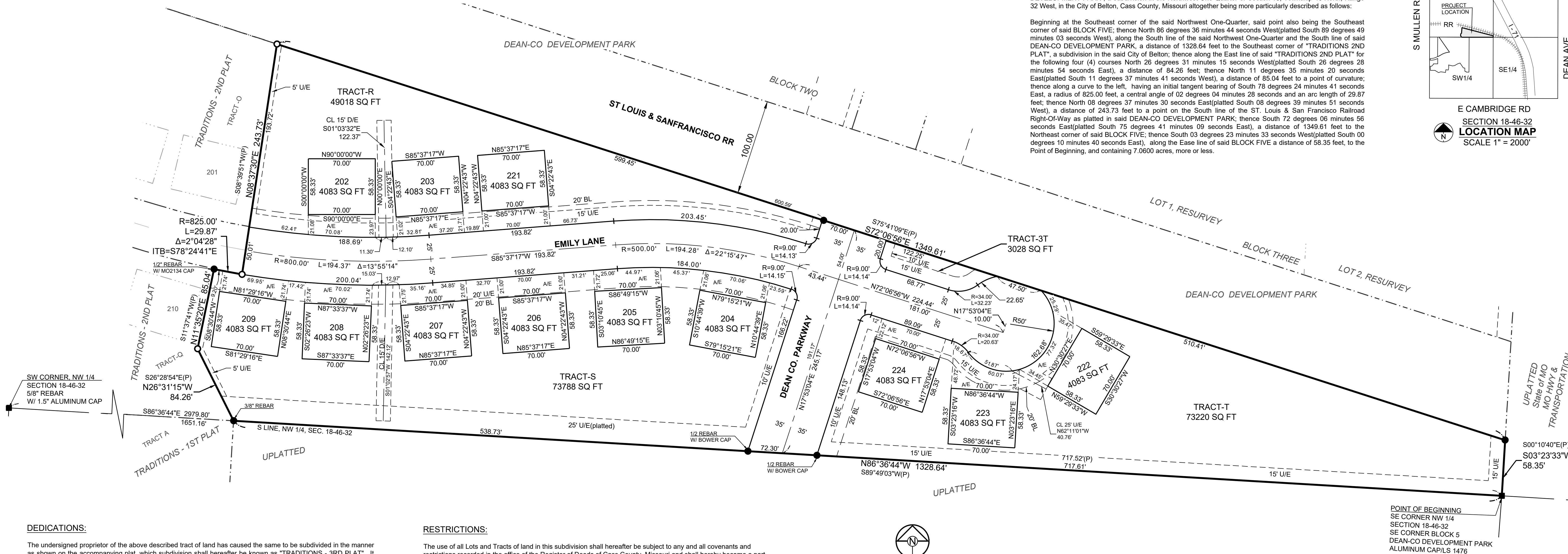
DESCRIPTION:

A replat of all of BLOCK FIVE, part of BLOCK SIX and part of Dean-Co Parkway as platted in "DEAN-CO DEVELOPMENT PARK", a subdivision in the Northwest One-Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri altogether being more particularly described as follows:

Beginning at the Southeast corner of the said Northwest One-Quarter, said point also being the Southeast corner of said BLOCK FIVE; thence North 89 degrees 36 minutes 44 seconds West(platted South 89 degrees 49 minutes 03 seconds West), along the South line of the said Northwest One-Quarter and the South line of said DEAN-CO DEVELOPMENT PARK, a distance of 1328.64 feet to the Southeast corner of "TRADITIONS 2ND PLAT", a subdivision in the said City of Belton; thence along the East line of said "TRADITIONS 2ND PLAT" for the following four (4) courses North 26 degrees 31 minutes 15 seconds West(platted South 26 degrees 28 minutes 54 seconds East), a distance of 84.26 feet; thence North 11 degrees 35 minutes 20 seconds East(platted South 11 degrees 37 minutes 41 seconds West), a distance of 85.04 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 78 degrees 24 minutes 41 seconds East, a radius of 825.00 feet, a central angle of 02 degrees 04 minutes 28 seconds and an arc length of 29.87 feet; thence North 08 degrees 37 minutes 30 seconds East(platted South 08 degrees 39 minutes 51 seconds West), a distance of 243.73 feet to a point on the South line of the ST. Louis & San Francisco Railroad Right-Of-Way as platted in said DEAN-CO DEVELOPMENT PARK; thence South 72 degrees 06 minutes 56 seconds East(platted South 75 degrees 41 minutes 09 seconds East), a distance of 1349.61 feet to the Northeast corner of said BLOCK FIVE; thence South 03 degrees 23 minutes 33 seconds West(platted South 00 degrees 10 minutes 40 seconds East), along the Ease line of said BLOCK FIVE a distance of 58.35 feet, to the Point of Beginning, and containing 7.0600 acres, more or less.



E CAMBRIDGE RD  
SECTION 18-46-32  
LOCATION MAP  
SCALE 1" = 2000'



DEDICATIONS:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "TRADITIONS - 3RD PLAT". It shall be sufficient description of each lot platted hereon to be designated by the number which appears on said lot followed by the words "TRADITIONS - 3RD PLAT".

Streets shown hereon and not heretofore dedicated for public use as street right-of-way are hereby dedicated.

An easement is hereby granted to Belton, Missouri, for the purpose of locating, constructing, operating and maintaining facilities for water, gas, electricity, sewage, telephone, cable tv and surface drainage including but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, over, under and along the strips of land designated utility easements (U/E). Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences, with the exception of drainage easements (D/E) where no fences shall be erected) nor shall there be any obstruction to interfere with the agents and employees of Belton, Missouri and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted to the easements. No excavation or fill shall be made or operation of any kind or nature shall be performed which would reduce or increase the earth coverage over utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works, as to all easements dedicated to the City. Facilities placed within the limits of D/E are to be maintained by the homeowners's association.

A perpetual easement of access upon, over and under areas designated as Access Easements (A/E) to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of private drives /parking areas and similar facilities are reserved for the ingress and access of the owners of the lots within this subdivision and their occupants, guests and invitees. The private drives and parking areas shall be maintained as set forth in the Easements, Covenants and Restriction Agreement (the "ECR"). If an ECR is not in place or disbanded, then maintenance shall be the responsibility of owner of the lot.

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to any and all covenants and restrictions recorded in the office of the Register of Deeds of Cass County, Missouri and shall hereby become a part of the dedication of this plat as though fully set forth herein.

Tracts R, S, T and 3T are common open area for multifamily units to be owned and maintained by the homeowners's association.

NOTES:

- Easement information was furnished by OLD REPUBLIC National Title Insurance Company, issued through the office of: Coffelt Land Title, Inc., 262 NE Tudor Rd., Lee's Summit, MO, in their report number: 15006496, Dated December 7, 2015.

ACKNOWLEDGEMENTS:

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

SALLEE DEVELOPMENT

By:

Tyler Sallee, Owner

STATE OF

COUNTY OF

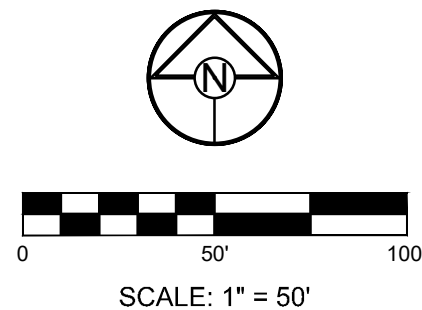
Be It remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said County and State came Tyler Sallee owner of Sallee Development, known to me to be the same persons who executed the foregoing instrument of writing on behalf of said Company, and such persons duly acknowledged the execution of same to be the act and deed of said company.

Notary Public

My Appointment Expires

LEGEND:

- SET 1/2" REBAR W/LS-8859-F CAP UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- FOUND MONUMENT BOX
- EXISTING LOT AND PROPERTY LINES
- - - EXISTING PLAT AND R/W LINES
- BL - BUILDING LINE
- D/E - DRAINAGE EASEMENT
- R/W - RIGHT-OF-WAY
- U/E - UTILITY EASEMENT

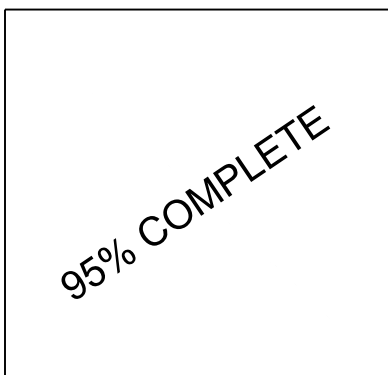


BASIS OF BEARINGS:

Grid North, Missouri State Plan coordinate System  
NAD 1983, West Zone  
S line, NW 1/4, Sec. 18-46-32: N86°36'44\"/>

I HEREBY CERTIFY; that the within plat of "TRADITIONS - 3RD PLAT", subdivision is based on an actual survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors of the State of Missouri. I further certify that bearings shown on this plat are based upon the record description of the parent tract and that the section and sectional subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat; that the lot corners and street centerlines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Belton statutes, ordinances and regulations governing the practice of surveying and the platting of subdivisions to the best of my professional knowledge and belief.

\_\_\_\_\_ day of \_\_\_\_\_, 2020.



David Allen Rinne, P.L.S.  
MO# PLS-2014000198

APPROVALS:

This plat of "TRADITIONS 3RD PLAT" has been submitted to and approved by the Planning Commission of the City of Belton, Cass County, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Tom MacPherson, Chairman  
ATTEST \_\_\_\_\_, Secretary

These easements and Right-of-Ways accepted by the city council of Belton, Cass County, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Jeff Davis, Mayor  
ATTEST \_\_\_\_\_, Andrea Cunningham, City Clerk

Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_.

Mike Medsker, County Recorder

DEVELOPER:

SALLEE REAL ESTATE INVESTMENTS, LLC  
P.O. Box 6437, Lee's Summit, MO 64064  
ph: 616-525-2891



14920 West 107th Street • Lenexa, Kansas 66215  
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM  
Missouri State Certificates of Authority  
#E2002003800-F #LAC2001005237 #LS2002008859-F

DATE 8-26-2020  
DRAWN BY JWT  
CHECKED BY AR  
PROJ. NO. 20-056

FINAL PLAT OF  
TRADITIONS - 3RD PLAT  
SHEET NO. 1



# Belton, MO



## Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery



1 in. = 197ft.



394.8 0 197.38 394.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

085

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

# **SECTION IX**

## **D**

**AN ORDINANCE APPROVING THE FINAL PLAT FOR TRADITIONS FOURTH PLAT, A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 46, RANGE 33, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally or disapprove final plats within a reasonable time after submission; and

**WHEREAS**, the Planning Commission convened a meeting on November 2, 2020, and reviewed and recommended approval of the final plat of Traditions 4th Plat to the City Council; and

**WHEREAS**, the City Council finds that this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve the plat for recording.

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

- Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat of Traditions 4th Plat.
- Section 2.** The approval is subject to the recommendations of the Planning Commission to construct an 8-foot mixed use trail with asphalt surface adjoining the 4th Plat from the existing swimming pool to Tract W at Shane Lane, as required with the revised plan. The trail is to be completed before additional phases commence.
- Section 3.** The Mayor and the City Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- Section 4.** The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- Section 5.** The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- Section 6.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: November 24, 2020

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Jeff Davis

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Mayor, Jeff Davis

ATTEST:

---

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

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

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

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

---

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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 24, 2020

**DIVISION:** Planning and Building Department

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

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

**ITEM FOR CONSIDERATION:**

Approval of a Final Plat of Traditions – 4<sup>th</sup> Plat located on South Mullen Road, South of Sycamore Drive and East of Traditions Parkway.

**PROPOSED CITY COUNCIL MOTION:**

Concur with the Planning Commission recommendation of approval.

**BACKGROUND:**

The Traditions is a R-3 mixed-use Planned Unit Development initially approved in 2006. A revised preliminary plat for Traditions was approved by the City Council in May of 2018. The original plan and the 2018 revision provided for new single-family homes in the area of the proposed 4<sup>th</sup> Plat.

The Final Plat is consistent with the revised preliminary plat as approved by the City Council.

*Lots and Blocks-* The plat provides for 47 lots and four tracts, to allow the construction of additional single-family homes in the planned unit development. The lots range in size from 6,000 square feet to 10,000 square feet. All the lots meet the minimum lot sizes specified in the revised Planned Unit Development from 2018.

*Streets-* The plat includes the dedication of right-of-way for Connor Street, Shane Lane, and Samantha Lane. These new streets will provide access to the lots, and the proposed streets meet the local residential right-of-way requirements of the Unified Development Code.

*Easements-* The final plat includes appropriate language for public utility and drainage easements.

*Tracts/Open Space-* The plat includes the dedication of Tracts U, V, W, X and Y for open space in the subdivision. Tracts U and V are designated open space for the existing Missouri Public Service easement. These tracts will be maintained by the homeowner's association.

The revised PUD also included a trail to be constructed adjoining this 4<sup>th</sup> Plat. The trail connects the existing swimming pool to Shane Lane at Tract W. This trail is to be constructed with this plat and completed before additional phases commence.

*Detention-* Stormwater detention is provided for in area-wide basins located on Tracts in Phase I, just West of the plat area.

**PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:**

The Planning Commission considered the request at their meeting of November 2, 2020. The Planning Commission recommended approval of the application for a Final Plat of Traditions – 4th Plat as the final plat is consistent with the final development plan. The plat meets all final plat requirements of Section 36.35 of Unified Development Code.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Final Plat
2. Area Map



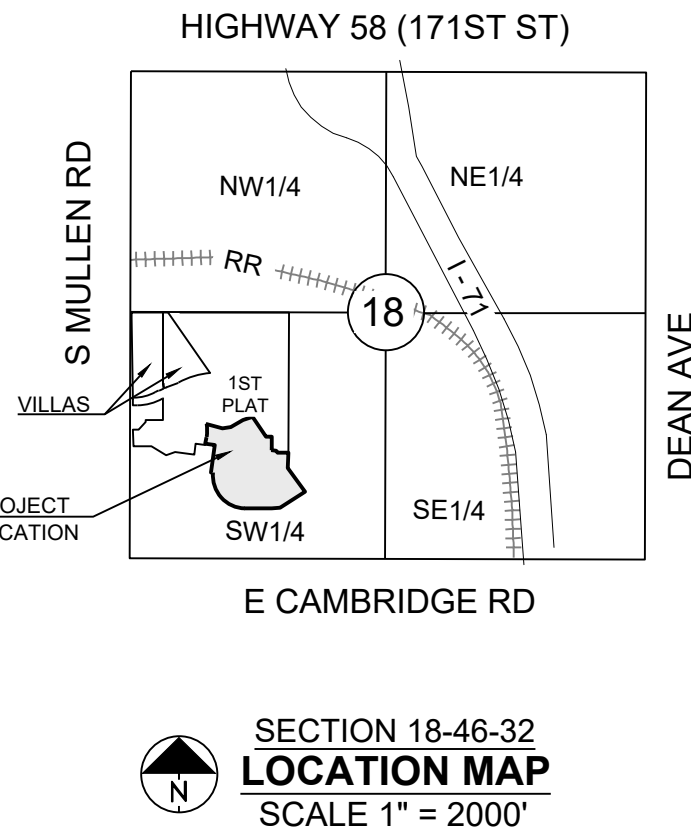
FINAL PLAT OF  
TRADITIONS - 4TH PLAT  
LOTS 221 THRU 267 AND TRACTS U THRU Y

PART OF THE SOUTHWEST 1/4 OF SEC. 18-46N-32W  
IN THE CITY OF BELTON, CASS COUNTY, MISSOURI

DESCRIPTION:

A tract of land lying in the Southwest One-Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri being more particularly described as follows:

Commencing at the Southwest corner of the said Southwest One-Quarter; thence North 02 degrees 45 minutes 02 seconds East along the West line of the said Southwest One-Quarter a distance of 1267.44 feet; thence South 87 degrees 14 minutes 58 seconds East, a distance of 770.25 feet to a point on the East right-of-way line of Traditions Parkway as platted in "TRADITIONS - 1st PLAT" a subdivision in the said City of Belton, said point being THE POINT OF BEGINNING; thence along the South line of said "TRADITIONS - 1st PLAT" for the following thirteen courses, North 10 degrees 41 minutes 20 seconds East (platted North 10 degrees 41 minutes 16 seconds East), a distance of 68.90 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of North 10 degrees 27 minutes 25 seconds East (platted North 10 degrees 27 minutes 21 seconds East), a radius of 522.78 feet, a central angle of 14 degrees 58 minutes 28 seconds and an arc length of 136.63 feet; thence South 73 degrees 38 minutes 54 seconds East (platted South 73 degrees 38 minutes 58 seconds East), a distance of 177.43 feet; thence North 84 degrees 50 minutes 52 seconds East (platted North 84 degrees 50 minutes 48 seconds East), a distance of 86.34 feet; thence North 62 degrees 49 minutes 18 seconds East (platted North 62 degrees 49 minutes 14 seconds East), a distance of 145.04 feet; thence North 76 degrees 18 minutes 50 seconds East (platted North 76 degrees 18 minutes 46 seconds East), a distance of 105.15 feet; thence South 31 degrees 41 minutes 14 seconds East (platted South 31 degrees 41 minutes 18 seconds East), a distance of 247.80 feet; thence South 87 degrees 01 minutes 25 seconds East (platted South 87 degrees 01 minutes 29 seconds East), a distance of 55.49 feet; thence South 02 degrees 58 minutes 35 seconds West (platted South 02 degrees 58 minutes 31 seconds West), a distance of 120.59 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 275.00 feet, a central angle of 05 degrees 22 minutes 47 seconds and an arc length of 25.82 feet; thence South 82 degrees 13 minutes 41 seconds East (platted South 82 degrees 13 minutes 45 seconds East), a distance of 50.00 feet; thence South 31 degrees 40 minutes 41 seconds East (platted South 31 degrees 41 minutes 18 seconds East), a distance of 27.20 feet; thence South 87 degrees 01 minutes 25 seconds East (platted South 87 degrees 01 minutes 29 seconds East), a distance of 108.02 feet; thence South 03 degrees 29 minutes 58 seconds West, a distance of 154.19 feet to a point on the Northeast edge of a hundred feet Missouri Public Service Company Electric Line Easement as recorded in Book 506 at Page 84, in the office of Recorder of Deeds, Cass County, Missouri; thence South 31 degrees 41 minutes 14 seconds East, along the Northeast edge of said Electric Line Easement, a distance of 307.51 feet; thence South 60 degrees 47 minutes 15 seconds West, a distance of 305.96 feet; thence South 87 degrees 26 minutes 33 seconds West, a distance of 87.69 feet; thence North 86 degrees 15 minutes 32 seconds West, a distance of 311.81 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 325.00 feet, a central angle of 96 degrees 56 minutes 51 seconds and an arc length of 549.92 feet; thence North 10 degrees 41 minutes 20 seconds East, a distance of 253.05 feet; thence North 79 degrees 18 minutes 40 seconds West, a distance of 100.00 feet to the Point of Beginning, and containing 15.0191 acres, more or less.



DEDICATIONS:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "TRADITIONS - 4TH PLAT". It shall be sufficient description of each lot platted hereon to be designated by the number which appears on said lot followed by the words "TRADITIONS - 4TH PLAT".

Streets shown hereon and not heretofore dedicated for public use as street right-of-way are hereby dedicated.

An easement is hereby granted to Belton, Missouri, for the purpose of locating, constructing, operating and maintaining facilities for water, gas, electricity, sewage, telephone, cable tv and surface drainage including but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, over, under and along the strips of land designated utility easements (U/E). Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences; with the exception of drainage easements (D/E) where no fences shall be erected) nor shall there be any obstruction to interfere with the agents and employees of Belton, Missouri and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted to the easements. No excavation or fill shall be made or operation of any kind or nature shall be performed which would reduce or increase the earth coverage over utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works, as to all easements dedicated to the City. Facilities placed within the limits of D/E are to be maintained by the homeowners' association.

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to any and all covenants and restrictions recorded in the office of the Register of Deeds of Cass County, Missouri and shall hereby become a part of the dedication of this plat as though fully set forth hereon.

Tracts U thru Y are common open area for multifamily units to be owned and maintained by the homeowners' association.

ACKNOWLEDGEMENTS:

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

SALLEE DEVELOPMENT

By: Tyler Sallee, Owner

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

Be It remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said County and State came Tyler Sallee owner of Sallee Development, known to me to be the same persons who executed the foregoing instrument of writing on behalf of said Company, and such persons duly acknowledged the execution of same to be the act and deed of said company.

Notary Public

My Appointment Expires \_\_\_\_\_

APPROVALS:

This plat of "TRADITIONS 4TH PLAT" has been submitted to and approved by the Planning Commission of the City of Belton, Cass County, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Tom MacPherson, Chairman

ATTEST \_\_\_\_\_ Secretary

These easements and Right-of-Ways accepted by the city council of Belton, Cass County, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Jeff Davis, Mayor

ATTEST \_\_\_\_\_  
Andrea Cunningham, City Clerk

Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_.

Mike Medsker, County Recorder

I HEREBY CERTIFY, that the within plat of "TRADITIONS - 4TH PLAT" subdivision is based on an actual survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors of the State of Missouri. I further certify that bearings shown on this plat are based upon the record description of the parent tract and that the section and sectional subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat; that the lot corners and street centerlines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Belton statutes, ordinances and regulations governing the practice of surveying and the platting of subdivisions to the best of my professional knowledge and belief.

day of \_\_\_\_\_, 2020.

PRELIMINARY

David Allen Rinne, P.L.S.  
MO# PLS-2014000198

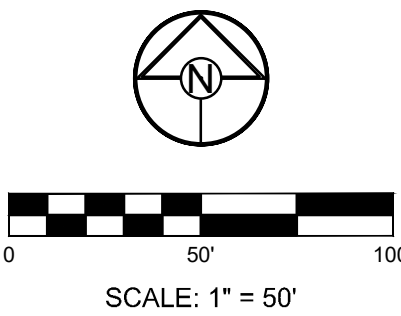
BASIS OF BEARINGS:  
Grid North, Missouri State Plan coordinate System  
NAD 83, West Zone  
W line, SW 1/4, Sec. 18-46-32; N02°45'02"E

LEGEND:

- SET 2" ALUMINUM CAP W/ MO L520022008859 IN 4" MIN. DIAMETER CONCRETE
- SET 1/2" REBAR W/L5-8859-F CAP UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- FOUND MONUMENT BOX
- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND R/W LINES
- BL - BUILDING LINE
- D/E - DRAINAGE EASEMENT
- R/W - RIGHT-OF-WAY
- U/E - UTILITY EASEMENT
- (P) - PLATTED

NOTES:

- Radius of R/W at street intersections is 15' unless otherwise dimensioned.
- Easement information was furnished by OLD REPUBLIC National Title Insurance Company, issued through the office of: Coffelt Land Title, Inc., 262 NE Tudor Rd., Lee's Summit, MO, in their report number: 15006496, Dated December 7, 2015.



BASIS OF BEARINGS:  
Grid North, Missouri State Plan coordinate System  
NAD 83, West Zone  
W line, SW 1/4, Sec. 18-46-32; N02°45'02"E

**SCHLAGEL**  
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS  
14920 West 107th Street • Lenexa, Kansas 66215  
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM  
Missouri State Certificates of Authority  
#E2002003800-F #LAC2001005237 #LS2002008859-F

DATE 09-10-2020  
DRAWN BY JMT  
CHECKED BY AR  
PROJ. NO. 20-076  
FINAL PLAT OF  
TRADITIONS - 4TH PLAT  
SHEET NO. 1



**Belton, MO**



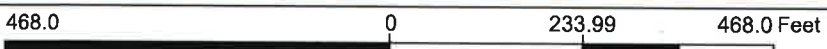
### Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

1 in. = 234ft. 



## Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

# **SECTION IX**

## **E**

**BILL NO. 2020-55**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE CODE OF ORDINANCES, CITY OF BELTON; ENACTING NEW PROVISIONS RELATING TO THE CITY'S PURCHASING POLICY; AND ADOPTING THE CITY OF BELTON PURCHASING POLICY.**

**WHEREAS**, the efficient and effective procurement of goods, supplies, and services is essential to ensure that the City of Belton (the “City”) obtains the lowest prices and fees for goods, supplies, and services; and

**WHEREAS**, Chapter 2, Article IV, Division 2 of the Code of Ordinances, City of Belton, Missouri contains inconsistencies and inefficiencies that at times prevent the City from or unduly delays the City in obtaining the lowest prices and fees for needed goods, supplies, and services; and

**WHEREAS**, to ensure that the City, through its appointed officials and staff, continues to be good a steward of public funds, the City Council desires to amend certain provisions within the Code of Ordinances, City of Belton, Missouri and enact the City of Belton Purchasing Policy.

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

**Section 1.** Chapter 2, Article, IV, Division 2 of the Code of Ordinances, City of Belton, Missouri is hereby deleted in its entirety and replaced with the following:

**Sec. 2-290. – Purchasing Policy**

The City Council by Ordinance **No. 2020-\_\_\_** adopted the City of Belton Purchasing Policy, a copy of which is on file with the City Clerk. The City Manager or their designee may promulgate regulations dealing with the purchasing of goods, supplies, and services consistent with the Charter, the Code of Ordinances, and the City of Belton Purchasing Policy.

**Section 2.** The City Council hereby adopts the City of Belton Purchasing Policy attached hereto as **Exhibit A** and incorporated as if fully set forth herein.

**Section 3.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

**Section 4.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: November 24, 2020

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24<sup>th</sup> day of November, 2020, and thereafter adopted as Ordinance No. 2020-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2020, after the second reading thereof by the following vote, to-wit:

AYES:            COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

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

# City of Belton

## Purchasing Policy



### **Policy Objectives**

This policy provides guidance to the City of Belton employees in selecting vendors and contracting for goods and services.

The objectives of this purchasing policy are:

- Efficient and effective procurement processes
- Obtaining the lowest prices/fees by encouraging competition in all procurements
- Fair and open bidding processes
- Compliance with federal and state laws and requirements

### **Application**

This policy applies to all purchases and contracts entered into by the City, except for professional services or other services that are in their nature unique and not subject to competition. It shall apply to every expenditure of public funds for supplies and materials by a public department for public purchasing irrespective of the source of the funds. If City staff or resources are used in any manner, this policy shall apply. When the purchase involves the expenditure of federal or state assistance or contract funds, the purchase shall be conducted in accordance with any mandatory applicable federal and/or state laws and regulations. Nothing in this policy shall prevent any public department from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law.

### **Purchasing Authority and Approval Table**

Department Heads, Assistant City Manager, City Manager, and the City Council are granted specific purchasing authorization levels and are considered authorized purchasers for this policy. The following chart provides a reference guide on approval requirements for purchases.

Amount	Department Head	Assistant City Manager	City Manager	City Council
\$0 to \$1,500	X			
\$1,501 to \$15,000	X			
\$15,001 to \$25,000	X	X	X	
\$25,001 and above	X	X	X	X

### **Purchases of less than \$1,500**

Purchases up to \$1,500 can be made by employees with approval by the Department Head. No public notice or advertising is required.



### **Purchases of \$1,501 to \$15,000**

Purchases of at least \$1,501 but less than \$15,000 may be made by the Department Head. These purchases require the department to obtain at least three (3) competitive fax, email, and/or informal written quotes. No advertising is required; however, departments are encouraged to actively solicit potential vendors.

### **Purchases of \$15,001 to \$25,000**

Purchases of at least \$15,001 but less than \$25,000 may be made by the Department Head with the Assistant City Manager and City Manager approval. These purchases require the department to obtain at least three (3) competitive fax, email, and/or informal written quotes. Each bid document will be posted on the City of Belton Website.

### **Purchases of \$ 25,001 and above**

Purchases of \$25,001 and above require approval of Department Head, Assistant City Manager, and City Manager, with final approval by the City Council and must undergo the formal bid process as discussed herein.

### **Cooperative Governmental Purchasing Contracts**

Cooperative governmental purchasing contracts and contracts awarded by another governmental agency allow the City of Belton and other governmental entities to make purchases under contracts or agreements competitively bid and negotiated by one of the entities. **If the goods or services covered by such an agreement meet the City of Belton's needs, staff is encouraged to make purchases under the agreement without seeking additional bids.** Utilization of Cooperative Contracts **does not** alter the approval(s) required for purchasing.

### **Formal Bidding Procedure**

The purpose of competitive bidding is to ensure that public monies are spent properly, legally and that the best possible value is received for the money. It is also to give qualified and responsible vendors a fair and equitable opportunity to do business with the City. Utility charges shall be exempt from the formal bid procedures.

### **Number of Bids**

All purchases and sales subject to the bidding procedure shall be based on contacting at least three (3) suppliers for a bid(s).

### **Invitation of Bids**

An invitation for bids shall be issued and shall include specification and contractual terms and conditions applicable to the purchase. Criteria for evaluation shall be set forth in the invitation for bids.

## **Public Notice**

Adequate public notice of the invitation for bids shall be given in a reasonable time, no less than five (5) calendar days prior to the date set forth therein for the opening of bids. Notice inviting bids may be published once in at least one trade journal, local news publication or other publication, including, but not limited to, posting on the city or other relevant websites or other accepted means of electronic publication, deemed suitable by the City Manager, Department Head, or other appropriate official of the City as the case may be.

## **Opening Bids**

All bids shall be submitted to the City Clerk or other appropriate official of the City and shall be identified by the bidding number on the envelope or package or as instructed by the bid documents. Bids shall be opened publicly in the presence of one or more witnesses.

## **Award**

The Department Head, with the approval of the City Manager, shall have the authority to negotiate contracts within the purview of this policy. The City reserves the right to reject all or any bids; to waive irregularities, and to accept any bid which it deems to be most favorable to the interest of the City.

## **Sole Sources Purchases**

In some instances, a particular good or service may only be available from one vendor. In these instances, the regular procurement quote/bid processes are waived. Sole source determination will need to be approved by the City Manager before the purchase is made.

## **Emergency Purchases**

The following purchases are exempt from competitive bidding:

1. Items purchased in case of public calamity or emergency as declared by the appropriate governmental entity or official to relieve the needs of the citizens or to preserve City property.
2. Items to preserve or protect the public health, safety, or welfare of the City's residents.
3. Items necessary because of unforeseen damage to public machinery, equipment, or other property.

## **Engineering, Architectural and Land Surveying Services**

Missouri law provides for a selection process based on a qualification-based system, rather than a competitive price bidding system, with regard to procuring engineering, architectural and land surveying services. Sections 8.285 – 8.291, RSMo. The City will follow these state law provisions with respect to engineering, architectural and land surveying services.

## **Construction Manager-At-Risk**

Missouri law provides a process for a two-step selection process for the selection of construction managers-at-risk. Section 67.5050, RSMo. Additionally, Missouri law provides that a home rule

city under Article IV, Section 19 of the Missouri Constitution may vary from Missouri's two-step selection process. Section 67.5050.14(2), RSMo. The City adheres to Missouri's two-step selection process, except the City is not required to publicly disclose at a regular meeting the City's intent to utilize a construction manager-at-risk as stated in Section 67.5050.3, RSMo.

### **Design-Build**

Missouri law provides a process for the utilization of the design-build process. Section 67.5060, RSMo. Missouri law also provides that a home rule city under Article IV, Section 19 of the Missouri Constitution may vary from the process outlined in Section 67.5060, RSMo. The City adheres to the process outlined in Section 67.5060, RSMo except for sections and subsections regarding the receipt of a stipend or City providing a stipend to the design-builders under Section 67.5060.6(8), RSMo; Section 67.5060.14(5), RSMo; Section 67.5060.15, RSMo.

# **SECTION IX**

## **F**

**AN ORDINANCE APPROVING A TWENTY-FOOT (20') NATURAL GAS EASEMENT OVERLAYING THE EXISTING 20-FOOT (20') SPIRE EASEMENT ALONG MARKEY ROAD AND A TEN-FOOT (10') NATURAL GAS EASEMENT ON SEABEE DRIVE, FOR SPIRE MISSOURI INC., ADJACENT TO THE WEST EDGE OF SEABEE DRIVE TO INSTALL A NATURAL GAS LINE TO PROVIDE HEAT TO ALL THE BUILDINGS THAT ARE A PART OF THE PUBLIC WORKS FACILITY.**

**WHEREAS**, the City of Belton recently purchased the property at 700 Seabee Road for the new Public Works Facility. To make this facility a functional base for the Public Works Department, a natural gas line needs to be installed to provide heat to all the buildings on the property; and

**WHEREAS**, Spire Missouri, Inc. (Spire) is requesting a twenty-foot (20') natural gas easement overlaying the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive adjacent to the west edge of Seabee Drive as shown on Exhibit A: Service Request; and

**WHEREAS**, granting the requested aforementioned natural gas easement will give Spire clearance to install the required natural gas line to provide heat to all the buildings that are a part of the Public Works Facility.

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

**Section 1.** The City Council hereby approves a twenty-foot (20') natural gas easement overlaying of the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive, for Spire Missouri, Inc., adjacent to the west edge of Seabee Drive herein attached and incorporated in this ordinance as **Exhibit 1** to install a natural gas line to provide heat to all the buildings that are a part of the Public Works Facility.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ of \_\_\_\_\_, 2020

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

ATTEST:

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

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

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

AYES:                       COUNCILMEN:

NOES:                       COUNCILMEN:

ABSENT:                    COUNCILMEN:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 24, 2020

**DIVISION:** Public Works

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

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

**ISSUE/RECOMMENDATION:**

The City of Belton recently purchased the property at 700 Seabee Road for the new Public Works Facility. To make this facility a functional base for the Public Works Department, a natural gas line needs to be installed to provide heat to all the buildings on the property.

Spire Missouri, Inc. (Spire) is requesting a twenty-foot (20') natural gas easement overlaying the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive adjacent to the west edge of Seabee Drive as shown on Exhibit A: Service Request.

The Public Works Department recommends approving the natural gas easement requested by Spire.

**IMPACT/ANALYSIS:**

n/a

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

Approve an ordinance approving for Spire Missouri, Inc. a twenty-foot (20') natural gas easement overlaying the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive adjacent to the west edge of Seabee Drive to install a natural gas line to provide heat to all the buildings as a part of the Public Works Facility.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

Exhibit 1: Easement

Exhibit A: Service Request

## **EASEMENT**

Cass County, Missouri

\_\_\_\_\_, 2020

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

**CITY OF BELTON, a Missouri municipal corporation (Grantor)**

P.O. Box 230

Belton, MO 64012-0000

owners of several tracts of land described as follows: Part of Section 10, Township 46 North, Range 33 West as described in Book 02845 at Page 0281, Book 923 at Page 165, Book 4146 at Page 24 and Book 002226, Page 000131 of the Cass County, Missouri Records, does hereby grant unto

**SPIRE MISSOURI INC. (Grantee)**

700 Market Street

St. Louis, MO 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A twenty-foot (20') and a ten-foot (10') wide strips of land in the above parcel as shown on "Exhibit A" together with the rights to use additional space adjacent to the above described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Upon full installation of the Facilities, **Grantee** shall cause an as-built survey (the "**EASEMENT EXHIBIT**") of the Property to be prepared showing the precise installed location of the Facilities and the precise location of the Easement; the depiction of the Facilities and the Easement on "Exhibit A" attached hereto shall thereafter be automatically replaced by the Survey which shall govern the location of the Easement. **Grantee**, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the



above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

**Grantee** has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

**Grantors** shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

**Grantor** further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

**Grantor** warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

**Grantee** accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said CITY OF BELTON has caused these presents to be signed by its \_\_\_\_\_ the day and year first above written.

\_\_\_\_\_  
Signing Representative

\_\_\_\_\_  
Title

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me,  
(insert Notary's name) \_\_\_\_\_, a notary public in and  
for said state, appeared \_\_\_\_\_, who being by me duly  
sworn, did say that he/she/they is the \_\_\_\_\_ of CITY OF BELTON and that said  
instrument was signed in behalf of CITY OF BELTON and said instrument is the free act and deed of said  
CITY OF BELTON.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

# EXHIBIT "A"

Service Request #: 5256369

Work Order #: 21555958

Job Description: Belton PUBLIC WORKS FACILITY - MEXTE

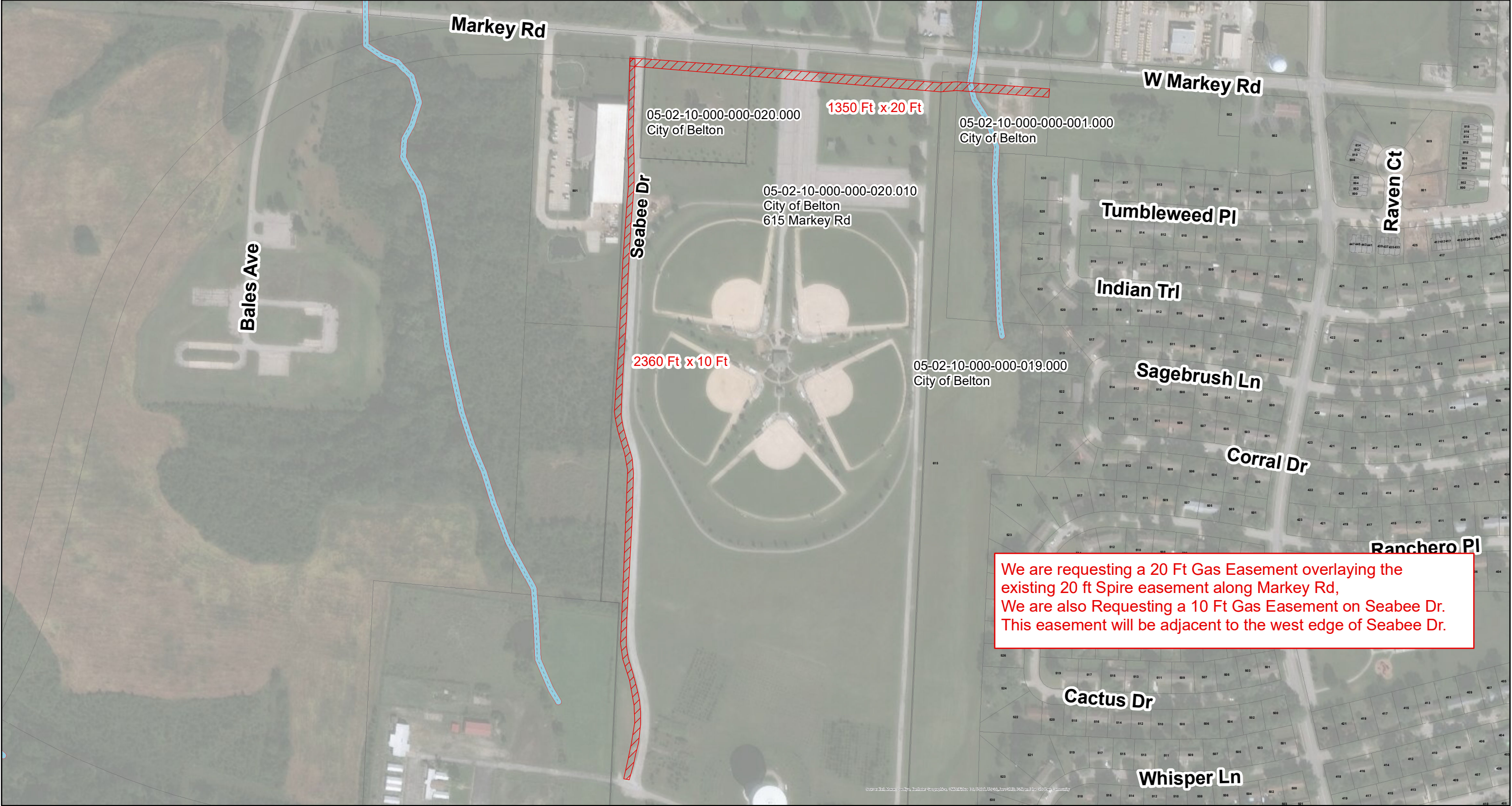
Project #: 804019

Township/Range/Sec: 46N 33W Sec 10

Region: South

Towncode: 0906

Sector: 0405



# **SECTION IX**

## **G**

**BILL NO. 2020-57**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET FOR THE PURPOSE OF INCREASING THE BUDGET FOR THE NEW PUBLIC WORKS FACILITY PROJECT AND DECREASING THE BUDGET FOR THE PUBLIC WORKS DEPARTMENT.**

**WHEREAS**, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget; and

**WHEREAS**, additional funds are needed to complete work on the new Public Works facility and the Public Works-Engineering department will not use all the funds appropriated this year for engineering services.

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

**SECTION 1.** In the General Fund, # 010...

DECREASE the balance by \$ 124,000 (whole dollars) of Revenue line item, # 010-0000-340-2350 , named Public Works Billing.

DECREASE the balance by \$ 124,000 (whole dollars) of Expenditure line item, # 010-2000-400-3025 , named Public Works – Engineering .

FOR THE PURPOSE OF: Reducing the funds appropriated for outside engineering services.

**SECTION 2.** In the Street Fund, # 225...

INCREASE the balance by \$ 41,334 (whole dollars) of Expenditure line item, # 225-0000-495-7200 , named Capital Outlay – Building - Building (ST2101).

DECREASE the balance by \$ 41,334 (whole dollars) of Expenditure line item, # 225-0000-400-3107 , named Public Works Billing

FOR THE PURPOSE OF: Increasing the funds appropriated for the new Public Works facility.

**SECTION 3.** In the Wastewater Fund, # 660...

INCREASE the balance by \$ 41,333 (whole dollars) of Expenditure line item, # 660-0000-495-7200 , named Capital Outlay – Building – Building (WW2101).

DECREASE the balance by \$ 41,333 (whole dollars) of Expenditure line item, # 660-0000-400-3107 , named Public Works Billing.

FOR THE PURPOSE OF: Increasing the funds appropriated for the new Public Works facility.

**SECTION 4.** In the Water Fund, # 662...

INCREASE the balance by \$ 41,334 (whole dollars) of Expense line item, # 662-0000-495-7200 , named Capital Outlay – Building – Building (WT2101).

DECREASE the balance by \$ 41,334 (whole dollars) of Expense line item, # 662-0000-400-3107 , named Public Works Billing.

FOR THE PURPOSE OF: Increasing the funds appropriated for the new Public Works facility.

**SECTION 5.** That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

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Mayor Jeff Davis



ATTEST:

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

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

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

AYES:                   COUNCILMEN:

NOES:                   COUNCILMEN:

ABSENT:                COUNCILMEN:

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