



**Agenda of the Belton City Council**  
**May 25, 2021 – 6:00 p.m.**  
**520 Main Street, Belton Missouri**  
<https://www.belton.org/watch>

Seating is limited due to social distancing.

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Water Line Replacement/Funding Approach
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Powell
- 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 May 11, 2021, City Council Meeting.**

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**B. Motion authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**

The Fire Chief has contacted City departments. They reviewed these items and determined the items are of no use to any department.

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- C. **Motion recognizing the submittal and acceptance of the annual Fairfield Inn CID FYE 22 Budget.**

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- D. **Motion recognizing the submittal and acceptance of the annual TXRH CID FYE 22 Budget.**

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- E. **Motion recognizing the submittal and acceptance of the annual Y Belton CID FYE 22 Budget.**

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- F. **Motion recognizing the submittal and acceptance of the annual Y Belton Two CID FYE 22 Budget.**

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- G. **Motion recognizing the submittal and acceptance of the annual Cedar Tree CID FYE 22 Budget.**

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- H. **Motion recognizing the submittal and acceptance of the annual Y Highway Marketplace CID FYE 22 Budget.**

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- I. Motion approving Resolution R2021-35  
**A resolution approving a forty-eight (48) month lease agreement with Canon Solutions America, Inc. For a Canon 7770 copier for City Hall to replace the current Canon 7570 copier.**

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- J. Motion approving Resolution R2021-36  
**A resolution approving the extension of the agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2021 Street Preservation Project for a term of one (1) year in the amount of \$5,564,616.43.**

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- K. Motion approving Resolution R2021-37  
**A resolution approving a Contract for Services for the Public Works Facility – heating equipment with SGI, the lowest and best bidder, in the not-to-exceed amount of \$35,580.00.**

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IX. REGULAR AGENDA

- A. Motion approving the first reading of Bill No. 2021-28  
**An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(c) of the Code of Ordinances of the City of Belton, Missouri to update the “service charge/billing” rate from \$15.61 per month to \$16.21 per month.**

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- B. Motion approving the first reading of Bill No. 2021-29  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.**

This ordinance will amend the FY22 budget to reflect the City’s actual cash carryover balance in each fund as of April 1, 2021 and will also reappropriate funds in the FY22 budget that were approved in the FY21 budget, but were not completed before the year end. In addition, additional funds have been appropriated for the Public Works facility building in the wastewater and water funds to cover the recent, unanticipated increase in the cost of building supplies.

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- C. Motion approving the first reading of Bill No. 2021-30  
**An ordinance authorizing and directing the Mayor to execute the Fourth Amendment to the Tax Increment Financing Contract between the City of Belton, Missouri, and Herman Enterprises, L.L.C. for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.**

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- D. Motion approving the first reading of Bill No. 2021-31  
**An ordinance repealing Ordinance No. 2020-4561 and terminating the declaration of local emergency in the City of Belton, Missouri.**

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X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

June/July 2021 City Council Meetings – 6:00 p.m.

June 8, 2021

June 22, 2021

July 13, 2021

July 27, 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, and that the record be closed, and the meeting adjourned from there.



# **SECTION VIII**

## **A**

**Minutes of the Belton City Council  
May 11, 2021  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Larkey called the work session to order at 6:00 p.m. Sheila Ernzen, Assistant City Manager and Finance Director, presented funding options for capital improvements – there are two options, pay as you go and debt financing. Greg Rokos, Public Works Director, gave an overview of the Five-Year Capital Improvement Program. There was also Council discussion on use tax.

Being no further business, Mayor Larkey adjourned the work session at 6:44 p.m. and called the meeting to order.

Councilmember Kraft led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Tim Savage, Rob Powell, Chet Trutzel, Angela Kraft, Dave Clark, Lorrie Peek, Perry Gough, Allyson Lawson

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

#### **PERSONAL APPEARANCES**

Councilmember Powell presented a proclamation for National Public Works Week to the Belton Public Works Department.

#### **CONSENT AGENDA**

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

- **approving the minutes of the April 27, 2021, City Council Meeting.**
- **approving the April 2021 Municipal Division Summary Report for Municipal Court.**
- **approving Resolution R2021-32: A resolution of the Belton City Council appointing Successor Directors to the Board of Directors of the Fairfield Inn Community Improvement District.**
- **approving Resolution R2021-33: A resolution approving the purchase of two (2) Lucas chest compression devices with associated equipment and three (3) McGrath laryngoscopes and associated equipment from Stryker in the amount of \$39,384.75.**
- **approving Resolution R2021-34: A resolution approving the purchase of four (4) new Public Works vehicles and accessories in the amount of \$223,252.00 from Shawnee Mission Ford and approving the disposal/sale of the two (2) vehicles being replaced through the City of Belton's auctioneer service provider.**

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

#### **REGULAR AGENDA**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2021-24\*: **An ordinance approving a Final Plat for Center 301; a tract of land in the Southeast Quarter of Section 12,**

**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.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Councilmember Lawson asked about the word "southwest" in the ordinance title and if it should be "southeast." Alexa Barton, City Manager, said she will verify which word it should be. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Savage, Powell, Trutzel, Kraft, Clark, Gough, Lawson, Peek

Noes: 0

Absent: 0

Bill No. 2021-24 was declared passed and in full force and effect as **Ordinance No. 2021-4626**, subject to Mayoral veto.

\*There was a scrivener's error in the ordinance title that was presented. The ordinance title has been updated and the minutes reflect the correct title.

Ms. Cunningham gave the final reading of Bill No. 2021-25: **An ordinance approving a Final Plat Replat for Lot 8, Belton Gateway; a tract of land in the Southwest quarter of Section 12, 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.**

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

Ayes: 9 Mayor Larkey, Peek, Gough, Trutzel, Kraft, Clark, Savage, Lawson, Powell

Noes: 0

Absent: 0

Bill No. 2021-25 was declared passed and in full force and effect as **Ordinance No. 2021-4627**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-26: **An ordinance approving a development and maintenance agreement between the City of Belton and Center 301 Limited Partnership, for public and private infrastructure in Center 301 apartments.**

Presented by Councilmember Peek, seconded by Councilmember Clark. Alexa Barton, City Manager, stated this ordinance was originally presented on the agenda as a double read so Case and Associates could get a quicker start because of the cost of construction. Justin Dixon, Case and Associates, was present. He said Case is ready to start as soon as they receive permits. Councilmember Trutzel asked if Mr. Dixon wanted both readings tonight. Mr. Dixon said he didn't see any reason not to. Mr. Dixon answered various questions from the Council about the proposed apartments. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Gough seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 9 Savage, Powell, Kraft, Trutzel, Clark, Gough, Lawson, Peek, Mayor Larkey

Noes: 0

Absent: 0

Bill No. 2021-26 was declared passed and in full force and effect as **Ordinance No. 2021-4628**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-27: **An ordinance of the City of Belton, Missouri amending Chapter 3, Section 3-24 – Retail by the Drink, for Consumption Upon Premises Food Percentage; Exceptions of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Councilmember Gough asked if this was eliminating one word. Padraic Corcoran, Attorney, said when the City Council

amended this chapter last year, essentially allowing tasting rooms, there were two types of manufactures that were missed that could also receive a by-the-drink license. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Peek seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded: Ayes: 9 Savage, Powell, Kraft, Trutzel, Mayor Larkey, Clark, Gough, Lawson, Peek  
Noes: 0  
Absent: 0  
Bill No. 2021-27 was declared passed and in full force and effect as **Ordinance No. 2021-4629**, subject to Mayoral veto.

## **CITY COUNCIL LIAISON REPORTS**

Councilmember Lawson provided a Public Safety Sales Tax Oversight Committee report. There was a meeting April 28. The minutes are on the website. Jane Hull will be working on the required report. October 27 will be the next meeting.

## **CITY MANAGER'S REPORT**

May/June 2021 City Council Meetings – 6:00 p.m.

May 25, 2021

June 8, 2021

June 22, 2021

Carolyn Yatsook, Economic Development Director, said a letter went out to all addresses located in the Chapter 353 area.

Ms. Barton provide the Council with an update regarding blasting that will occur for the Center 301 Apartments. They have received the permit. The first tentative date for blasting is May 27, depending on weather. Roads in the area will be closed for a short time.

Ms. Barton would like to plan dates for strategic planning. Possible dates – July 22-23, July 30-31, or August 5 and 7. Please let her know your availability.  
Eagle's Landing was featured in Tee Times magazine.

Councilmember Clark received an email about people parking on the sidewalks in Bel-Ray. Ms. Barton said she will check with the Police Department and Planning Department about this concern.

Councilmember Clark offered condolences to the family of Nadine Cavanaugh. She was nearly 99 years old and passed away.

## **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Powell shared concerns from citizens about the upcoming blasting. He contacted Steve Grass with the Missouri Division of Fire Safety. The notification area is a certain mathematical calculation.

Councilmember Gough said he's received some calls from citizens regarding code enforcement. There are concerns about the MODOT commuter parking lot. Councilmember Gough said he and the Mayor are still discussing the road in Meadow Creek Parkway. He also wanted to thank Mr. Rokos for contacting MODOT about striping 58 HWY.

Councilmember Kraft requested a work session to hear a presentation from SeeClickFix. It is a request and work management app. She would also like a work session to discuss the American rescue plan funds. Ms. Barton said the treasury department, just today, released their guidelines for how the funds can be used.

Councilmember Clark asked if the census data has been released yet. Ms. Barton said she hasn't seen it, but she would find out when it is anticipated.

Councilmember Gough said he would like to see the Park Department included in the discussions about new development.

Councilmember Powell thanked Mr. Rokos for the traffic control signs on Valentine.

At 7:30 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there. Councilmember Peek seconded. The following vote was recorded:

Ayes: 9 Trutzel, Peek, Gough, Lawson, Kraft, Clark, Savage, Powell, Mayor Larkey  
Noes: 0  
Absent: 0

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

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, SR

**SECTION VIII**  
**B**

**BELTON FIRE AUCTION LIST**

**MAY 25, 2021**

2004 Ford Explorer                      VIN 1FMZU72KX4ZB32229

2009 Classic Industrial 3360 Zero Turn Mower

Lincoln 3 phase industrial air compressor

# **SECTION VIII**

## **C**



**FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT  
 APRIL 1, 2021 – MARCH 31, 2022 BUDGET (FY-2022)  
 BUDGET MESSAGE:**

The Fairfield Inn Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on September 26, 2017 by virtue of an ordinance approved by the City Council of Belton, Missouri. The District will serve as an economic development tool that allows landowners in the District to provide public and private improvements. The District has adopted a fiscal year of April 1<sup>st</sup> to March 31<sup>st</sup>.

**Important Budget Features:**

The District’s source of revenue is sales and use taxes pursuant to the Missouri Community Improvement District Act, Sections 67-1545 to 67-1551 of the Missouri Statutes and approved by the qualified voters of the District by a sale tax election held on September 27, 2019.

The District was formed to provide cleaning and maintenance service to public areas within the District to improve the appearance and image of the District. Such services may include (i) providing litter removal and cleaning of common areas, trash containers, alleyways, streets and sidewalks within the District, (ii) providing landscape care, maintenance and weed abatement, and providing and/or replacing landscaping, and (iii) providing other beautification efforts designed to improve the District’s curb appeal and encourage private investment within the District.

**Major Changes:** None

|  | <u>FYE 2022*</u> |
|--|------------------|
| FUNDS AVAILABLE:                               |                  |
| - Cash on Hand (Beginning of Fiscal Year)      | \$ 1,880.78      |
| ESTIMATED REVENUE:                             |                  |
| - Sales/Use Tax (1% effective January 1, 2020) | \$ 0.00          |
| -Interest Income                               | \$ 0.00          |
| TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:     | \$ 0.00          |
| ESTIMATED EXPENDITURES:                        |                  |
| -Administrative & Legal Costs                  | \$ 3,000.00      |
| -Insurance                                     | \$ 1,500.00      |
| -CID Revenue Note                              | \$ 0.00          |
| TOTAL ESTIMATED EXPENDITURES:                  | \$ 0.00          |
| FUNDS AVAILABLE:                               |                  |
| - Cash on Hand End of Fiscal Year              | \$ 0.00          |

\*Estimated values.

\*\*Actual values.

**SECTION VIII**  
**D**

**THE TXRH COMMUNITY IMPROVEMENT DISTRICT  
 APRIL 1, 2021 – MARCH 31, 2022 BUDGET (FY-2022)  
 BUDGET MESSAGE:**

The TXRH Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on February 23, 2016 by virtue of an ordinance approved by the City Council of Belton, Missouri. The District will serve as an economic development tool that allows landowners in the District to provide public and private improvements. The District has adopted a fiscal year of April 1<sup>st</sup> to March 31<sup>st</sup>.

**Important Budget Features:**

The District’s source of revenue is sales and use taxes pursuant to the Missouri Community Improvement District Act, Sections 67-1545 to 67-1551 of the Missouri Statutes and approved by the qualified voters of the District by a sale tax election held on March 22, 2016.

The District was formed to shall generally include the development of a Texas Roadhouse located within the boundaries of the proposed District, including these certain expenses listed on Exhibit C in the Petition.

**Major Changes:** None

|   | <u>FYE 2022</u> | <u>FYE 2021</u> | <u>FYE 2020</u> |
|---|-----------------|-----------------|-----------------|
| FUNDS AVAILABLE:                            |                 |                 |                 |
| - Cash on Hand (Beginning of Fiscal Year)   | \$ 0.00         | \$ 0.00         | \$ 0.00         |
| ESTIMATED REVENUE:                          |                 |                 |                 |
| - Sales/Use Tax (1% effective July 1, 2016) | \$45,000.00     | \$45,000.00     | \$44,073.08     |
| TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:  | \$45,000.00     | \$45,000.00     | \$44,073.08     |
| ESTIMATED EXPENDITURES:                     |                 |                 |                 |
| -Administrative & Legal Costs               | \$ 3,000.00     | \$ 3,000.00     | \$ 3,345.70     |
| -Insurance                                  | \$ 1,500.00     | \$ 1,500.00     | \$ 0.00         |
| -CID Revenue Note                           | \$40,500.00     | \$40,500.00     | \$40,727.38     |
| TOTAL ESTIMATED EXPENDITURES:               | \$45,000.00     | \$45,000.00     | \$44,073.08     |
| FUNDS AVAILABLE:                            |                 |                 |                 |
| - Cash on Hand End of Fiscal Year           | \$ 0.00         | \$ 0.00         | \$ 0.00         |

**SECTION VIII**  
**E**

**Y BELTON COMMUNITYIMPROVEMENT DISTRICT  
APRIL 1, 2021 – MARCH 31, 2022 BUDGET (FY-2022)**

**BUDGET MESSAGE:**

In connection with the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the “TIF Plan”), the Y Belton Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on March 25, 2014 by virtue of an ordinance approved by the City Council of Belton, Missouri. The stated purpose of the District is to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District. The District adopted a fiscal year of April 1st to March 31.

**Important Budget Features:**

The District currently imposes a District Property Tax set at a rate of \$1.50 per \$100 of assessed valuation of all real property in the District, provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space. However, the District receives no revenues from the Property Tax revenue as all revenues therefrom are captured as payments-in-lieu of taxes under TIF Plan and deposited directly into the TIF Plan’s special allocation fund. The District Sales Tax has not yet been imposed and will not be imposed during the next fiscal year. Any expenses incurred by the District are advanced by the Developer under the TIF Plan and reimbursed to the Developer through the TIF Plan.

In connection with the TIF Plan, the District was formed to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District.

The majority activity of the District for the next fiscal year will be to continue to levy the Property Tax to provide additional payments-in-lieu, which are captured by, and administered in accordance with, the TIF Plan.

**Major Changes:** None

|  | <u>FYE 2021*</u> | <u>FYE 2020*</u> | <u>FYE 2020**</u> |
|--|------------------|------------------|-------------------|
| FUNDS AVAILABLE:                           |                  |                  |                   |
| - Cash on Hand (Beginning of Fiscal Year)  | \$ 0.00          | \$ 0.73          | \$ 0.73           |
| ESTIMATED REVENUE:                         |                  |                  |                   |
| - Property Tax (effective 8/26/14)         | \$52,000.00      | \$52,000.00      | \$52,545.67       |
| -Developer Advances                        | \$ 3,500.00      | \$ 3,500.00      | \$ 0.00           |
| - Interest Earned from                     | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE: | \$55,500.00      | \$55,500.73      | \$52,546.40       |
| ESTIMATED EXPENDITURES:                    |                  |                  |                   |
| -Administrative costs (e.g., insurance)    | \$ 1,500.00      | \$ 1,500.00      | \$ 1,090.91       |
| -Bond Trustee Fee                          | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| - Legal fees                               | \$ 2,000.00      | \$ 2,000.00      | \$ 0.00           |
| - Audit                                    | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| - Economic Development Payment             | \$52,000.00      | \$52,000.73      | \$51,454.76       |
| TOTAL ESTIMATED EXPENDITURES               | \$55,500.00      | \$55,500.73      | \$52,545.67       |
| FUNDS AVAILABLE:                           |                  |                  |                   |
| - Cash on Hand End of Fiscal Year          | \$ 0.00          | \$ 0.00          | \$ 0.73           |

\*Estimated Value  
\*\*Actual Value

**SECTION VIII**  
**F**

**Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT  
APRIL 1, 2021 – MARCH 31, 2022 BUDGET (FY-2022)**

**BUDGET MESSAGE:**

In connection with the Second Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the “TIF Plan”), the Y Belton Two Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on May 23, 2017 by virtue of an ordinance approved by the City Council of Belton, Missouri. The stated purpose of the District is to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District. The District adopted a fiscal year of April 1st to March 31.

**Important Budget Features:**

The District currently imposes a District Property Tax set at a rate of \$1.50 per \$100 of assessed valuation of all real property in the District, provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space. However, the District receives no revenues from the Property Tax revenue as all revenues therefrom are captured as payments-in-lieu of taxes under TIF Plan and deposited directly into the TIF Plan’s special allocation fund. The District Sales Tax has not yet been imposed and will not be imposed during the next fiscal year. Any expenses incurred by the District are advanced by the Developer under the TIF Plan and reimbursed to the Developer through the TIF Plan.

In connection with the TIF Plan, the District was formed to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District.

The majority activity of the District for the next fiscal year will be to continue to levy the Property Tax to provide additional payments-in-lieu, which are captured by, and administered in accordance with, the TIF Plan.

**Major Changes:** None

|   | <u>FYE 2022*</u> | <u>FYE 2021*</u> | <u>FYE 2020**</u> |
|---|------------------|------------------|-------------------|
| FUNDS AVAILABLE:                                      |                  |                  |                   |
| - Cash on Hand (Beginning of Fiscal Year)             | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| ESTIMATED REVENUE:                                    |                  |                  |                   |
| - Sales Tax Revenue (see above effective 9/01/17)     | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| - Developer Advances                                  | \$ 3,000.00      | \$ 3,000.00      | \$ 0.00           |
| - Interest Earned                                     | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:            | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| ESTIMATED EXPENDITURES:                               |                  |                  |                   |
| -Insurance  | \$ 1,500.00      | \$ 1,500.00      | \$ 0.00           |
| -Legal Fees   | \$ 1,500.00      | \$ 1,500.00      | \$ 0.00           |
| - City Administration Fee (1% of sales tax collected) | \$ 0.00          | \$ 0.00          | \$ 0.00           |
| - EATS Payments                                       | \$ 0.00          |                  |                   |
| TOTAL ESTIMATED EXPENDITURES                          | \$ 3,000.00      | \$ 3,000.00      | \$ 0.00           |
| FUNDS AVAILABLE:                                      |                  |                  |                   |
| - Cash on Hand End of Fiscal Year                     | \$ 0.00          | \$ 0.00          | \$ 0.00           |

\*Estimated Value  
\*\*Actual Value

**SECTION VIII**  
**G**



**CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT**

**FYE 3/31/2022 BUDGET**

**BUDGET MESSAGE:**

The Cedar Tree Community Improvement District was established by the City Council of Belton, Missouri on November 24, 2015.

Pursuant to a Reimbursement Agreement entered into by the District and the Developer, the Developer will incur costs needed to pay for the District's operating costs (including formation costs) and to construct certain improvements, and the CID will reimburse the Developer (with interest) with CID revenues as such are collected over time.

|   | <u>FYE 3/31/2022*</u><br>(proposed) |                | <u>FYE 3/31/2021*</u><br>(as amended) |                | <u>FYE 3/31/2020</u><br>(actual) |
|---|-------------------------------------|----------------|---------------------------------------|----------------|----------------------------------|
| <b>FUNDS AVAILABLE:</b>                                     |                                     |                |                                       |                |                                  |
| - Cash on Hand (Beginning of Fiscal Year)                   | \$                                  | -              | \$                                    | -              | \$                               |
| <b>ESTIMATED REVENUE:</b>                                   |                                     |                |                                       |                |                                  |
| - CID Assessment (Effective December 31, 2017) <sup>^</sup> | \$                                  | 115,000        | \$                                    | 115,000        | \$ 77,791                        |
| - Net Proceeds of Developer Advances                        | \$                                  | 5,280          | \$                                    | 5,280          | \$ 10,554                        |
| - Interest Earned on District Bank Accounts                 | \$                                  | -              | \$                                    | -              | \$ -                             |
| - City Refund of Administrative Fees                        |                                     | N/A            |                                       | N/A            | \$ -                             |
| <b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>       | \$                                  | <b>120,280</b> | \$                                    | <b>120,280</b> | \$ <b>88,344</b>                 |
| <b>ESTIMATED EXPENDITURES:</b>                              |                                     |                |                                       |                |                                  |
| - City Administrative Fee                                   | \$                                  | 1,555          | \$                                    | 1,555          | \$ 1,556                         |
| - Administrative Costs (e.g., insurance)                    | \$                                  | 1,280          | \$                                    | 1,280          | \$ 1,280                         |
| - Legal & Other Consultant fees                             | \$                                  | 4,000          | \$                                    | 4,000          | \$ 9,274                         |
| - Audit   | \$                                  | -              | \$                                    | -              | \$ -                             |
| - Reimbursements to Developer for Advanced Project Costs    | \$                                  | 113,445        | \$                                    | 113,445        | \$ 76,235                        |
| <b>TOTAL ESTIMATED EXPENDITURES:</b>                        | \$                                  | <b>120,280</b> | \$                                    | <b>120,280</b> | \$ <b>88,344</b>                 |
| <b>FUNDS AVAILABLE:</b>                                     |                                     |                |                                       |                |                                  |
| - Cash on Hand End of Fiscal Year                           | \$                                  | -              | \$                                    | -              | \$ -                             |

\* Estimated values.

<sup>^</sup> Special Assessment amounts receive by the CID are net of amounts retained by County as collection fee.

<sup>^^</sup> The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by the Cooperative Agreement by and between the City, District and Developer.

# **SECTION VIII**

## **H**

**Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DEVELOPMENT DISTRICT**

**FYE 3/31/2022 PROPOSED BUDGET**

**BUDGET MESSAGE:**

**Project Area 1 (Grocery Store):** It is anticipated that this Project Area will generate approximately \$230,000 (including interest earned thereon) in CID sales tax during the fiscal year. Half of this amount will be transferred to the TIF by law, an amount equal to 1.0% of the CID sales tax revenue will be withheld by the City as an administrative fee, \$15,000.00 will be used to pay/reimburse Operating Costs, and the balance, an estimated \$97,700 will be used to make debt service payments on the 2012 TIF/CID Bonds.

**Project Areas 2 - 5:** It is anticipated that these Project Areas will generate approximately \$10,000 (including interest earned thereon) in CID sales tax during the fiscal year. Half of this amount will be transferred to the TIF by law, an amount equal to 1.0% of the CID sales tax revenue will be withheld by the City as an administrative fee, and the balance, an estimated \$4,900 will be used to Reimburse Developer for the CID Formation Costs (including interest).

|   | FYE 3/31/2022*    |           | FYE 3/31/2021* |           | FYE 3/31/2020  |
|---|-------------------|-----------|----------------|-----------|----------------|
|   | (as proposed)     |           | (as amended)   |           | (actual)       |
| <b>FUNDS AVAILABLE (Cash on Hand - Beginning of Fiscal Year):</b> | \$ 2,594          | \$        | 4,990          | \$        | 23,665         |
| <b>ESTIMATED REVENUE (1.0% CID Sales Tax):</b>                    |                   |           |                |           |                |
| - Project Area 1 (Grocery Store)                                  | \$ 235,000        | \$        | 235,000        | \$        | 232,888        |
| - Interest earned   | \$ 120            | \$        | 120            | \$        | 115            |
| - Project Areas 2 - 5   | \$ 10,000         | \$        | 11,000         | \$        | 10,240         |
| - Interest earned   | \$ 5              | \$        | 5              | \$        | 5              |
| <b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>             | <b>\$ 247,719</b> | <b>\$</b> | <b>251,115</b> | <b>\$</b> | <b>266,913</b> |
| <b>ESTIMATED EXPENDITURES:</b>                                    |                   |           |                |           |                |
| - Current Year Payment to TIF (50%)                               | \$ 122,500        | \$        | 123,000        | \$        | 121,256        |
| - City Administration Fee (1% of full 1.0% CID Sales Tax)         | \$ 2,450          | \$        | 2,460          | \$        | 2,431          |
| <u>Project Area 1 (Grocery Store)</u>                             |                   |           |                |           |                |
| - Operating Costs^  |                   |           |                |           |                |
| Reimbursement of CID Formation Costs (including interest)         | \$ -              | \$        | 5,697          | \$        | 10,728         |
| Insurance Costs   | \$ 1,508          | \$        | 1,280          | \$        | 1,280          |
| Legal Fees  | \$ 2,500          | \$        | 1,085          | \$        | 2,992          |
| - Debt Service on 2012 Bonds                                      | \$ 95,000         | \$        | 95,000         | \$        | 98,097         |
| <b>Total Expenditure</b>  | <b>\$ 99,008</b>  | <b>\$</b> | <b>103,062</b> | <b>\$</b> | <b>113,097</b> |
| <u>Project Areas 2 - 5</u>  |                   |           |                |           |                |
| - Operating Costs^^   | \$ -              | \$        | -              | \$        | -              |
| - Developer Note Payments (Group Belton)                          | \$ 20,000         | \$        | 20,000         | \$        | 25,138         |
| <b>Total Expenditure</b>  | <b>\$ 20,000</b>  | <b>\$</b> | <b>20,000</b>  | <b>\$</b> | <b>25,138</b>  |
| <b>FUNDS AVAILABLE (Cash on hand - End of Fiscal Year)</b>        | <b>\$ 3,761</b>   | <b>\$</b> | <b>2,594</b>   | <b>\$</b> | <b>4,990</b>   |
| <b>CARRYOVER - UNREIMBURSED DEVELOPER'S EXPENDITURES**:</b>       | N/A               | \$        | 5,697.00       | \$        | 41,324.00      |
| <b>CURRENT YEAR - DEVELOPER'S REIMBURSABLE EXPENDITURES:</b>      | N/A               | \$        | -              | \$        | -              |
| <b>INTEREST ACCRUED</b>   | N/A               | \$        | -              | \$        | 240.00         |
| <b>DEVELOPER REIMBURSEMENT:</b>                                   | N/A               | \$        | 5,697.00       | \$        | 35,867.00      |
| <b>REMAINING OBLIGATION TO REIMBURSE DEVELOPER:</b>               | N/A               | \$        | -              | \$        | 5,697.00       |

\* Estimated Values

^ Operating Costs of the District (e.g. legal, accounting, etc.) paid for with Project Area 1 CID Revenues are capped at \$15,000 per fiscal year under the 2012 Bond Indenture.

^^ Pursuant to the Third Amended and Restated Cooperative Agreement, effective July 28, 2015, Operating Costs exceeding the \$15,000 cap under the 2012 Bond Indenture, if any, may be paid with CID proceeds generated by Project Areas 2 - 5 without limitation by any cap. Unless indicated otherwise above, Operating Cost expenditures under "Project Areas 2-5" consist exclusively of reimbursement of CID Formation Costs (including interest).

^^^ Developer/City Reimbursement is pursuant to Section 3.6.H. of the Cooperative Agreement (as amended) and Section 21.C. of the TIF Contract.

**SECTION VIII**  
**I**

**R2021-35**

**A RESOLUTION APPROVING A FORTY-EIGHT (48) MONTH LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON 7770 COPIER FOR CITY HALL TO REPLACE THE CURRENT CANON 7570 COPIER.**

**WHEREAS**, on March 7<sup>th</sup>, 2017 the City Council approved a forty-eight (48) month lease agreement with Canon Solutions America, Inc. for a Canon 7570 copier for City Hall and this lease is now expired; and

**WHEREAS**, the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

**WHEREAS**, Canon Solutions America, Inc. has entered into a competitively bid pricing contract with the National Intergovernmental Purchasing Alliance (NIPA) and as a local government office the City is an eligible participant; and

**WHEREAS**, Canon Solutions America, Inc. has submitted a proposal via competitive bid pricing for lease of a Canon 7770 copier for City Hall that meets high service demands and provides for complete maintenance services.

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

**Section 1.** That the City Council hereby authorizes and approves the Unified Lease Agreement, herein attached and incorporated into this resolution as “**Exhibit A**”, with Canon Solutions America, Inc. for a Canon 7770 copier for City Hall.

**Section 2.** That the City Manager is hereby authorized to sign this Agreement on behalf of the City.

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

**Section 4.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this \_\_\_ day of May, 2021.

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Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

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

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

# EXHIBIT A



Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800) 613-2228

**Master Sales & Services Agreement  
 Customer Information Face Page**

# MA12450

Salesperson: Mark Gerard Chaffin Order Date: 5/17/2021

**Customer ("you"):**

|                          |            |                       |  |
|--------------------------|------------|-----------------------|--|
| Company: BELTON CITY OF  |            |                       |  |
| Address: 506 MAIN ST     |            |                       |  |
| City: BELTON             |            | County: CASS          |  |
| State: MO                | Zip: 64012 | Phone #: 816.331.4331 |  |
| Contact: Shelby Bigby    |            | Fax #:                |  |
| Email: sbigby@belton.org |            |                       |  |

| Applicable Terms and Conditions  | Customer Organizational Information  |
|--|--|
| <p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:<br/> <a href="http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></b></p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>_____</p> <p><b>Customer Initials</b></p> | <p>Federal Tax ID Number: _____</p> <p><b>Organization type:</b> State or Local Government</p> <p><b>Address for Notices:</b><br/>         Attn: Shelby Bigby<br/>         Address: 506 Main St<br/>         Address 2:<br/>         City: Belton State: MO Zip: 64012<br/>         Email: sbigby@belton.org</p> |

**BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.**

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_





Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

**Lease Schedule ("Schedule") - Itemized (SER-700)**

**Customer:** BELTON CITY OF  
**Agreement #:** MA12450

**CFS App #:** 1817160  
**Transaction #:** S1171125

**Salesperson:** Mark Gerard Chaffin  
**Order Date:** 05/17/21

|  |  |                                      |                           |   |   |
|--|--|--------------------------------------|---------------------------|---|---|
| <b>Billing Information</b>                             | Customer Account: 1865712  | <b>Payment Information</b>           |                           | <b>Equipment Maintenance Information</b>  |   |
|  | Company: BELTON CITY OF<br>DBA:<br>Address: 506 Main St<br>Address 2:<br>City: Belton<br>State: MO Zip: 64012<br>Contact: Shelby Bigby<br>Email: sbigby@bellon.org | Listed Items Lease Term<br>48 Months | # of Lease Payments<br>48 | Maintenance included for all Equipment<br>Maint Base charge invoiced Monthly by CFS<br>Excess Per Image Charge invoiced Quarterly by CFS<br>Per Unit Coverage Plan Fixed Price Plan | <b>Other Transaction Details</b><br>Lease Payment shall be invoiced Monthly<br>Purchase Option: Fair Market Value |
| <b>Payment Summary* (*Plus Applicable Taxes)</b>       |  | <b>Due at Signing</b>                |                           |   |   |
| Lease Payment \$428.03 Invoiced by CFS                 |  | # of Payments in Advance 0           |                           |   |   |
| Total Maintenance Base Charge \$225.00 Invoiced by CFS |  | Total Due at Signing \$0.00          |                           |   |   |

|  |                                    |   |  |                                   |
|--|------------------------------------|---|--|-----------------------------------|
| Covered Device - Rider A (Office Equip/Cut Sheet Production) | <b>Maint Base Charge Section A</b> | <b>Covered Images Included in Maint Base Charge</b> |  | <b>Excess Per Image Charge(s)</b> |
|  | Included                           | B&W: 11,000 Color: 4,300                            |  | B&W: \$0.006030 Color: \$0.036900 |

| Item Code   | Listed Items Description                            | Qty | Unit Pmt | Total    | Ship To & Maintenance Billing Information   |
|-------------|---|-----|----------|----------|---|
| 3996C002    | IRADVDC7770I  | 1   | Included | Included | <b>Shipping:</b> 506 MAIN ST<br><b>Address 2:</b><br><b>City:</b> BELTON <b>County:</b> CASS <b>State:</b> MO <b>Zip:</b> 64012<br><b>Primary Customer Contact:</b> Shelby Bigby<br><b>Phone #:</b> 816.331.4331 <b>Email:</b> sbigby@bellon.org<br><b>Meter Contact:</b><br><b>Phone #:</b> <b>Email:</b><br><b>IT Contact:</b> Shelby Bigby<br><b>Phone #:</b> 816.331.4331 <b>Email:</b> sbigby@bellon.org<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Billing Contact:</b><br><b>Phone #:</b> <b>Email:</b><br>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5<br>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**<br>Meter Method: imageWare Remote Corporate Advantage<br><b>For CSA USE ONLY:</b><br>Config: A   59077798 |
| 3236C001    | BOOKLET FIN-AC1                                     | 1   | Included | Included |   |
| 0126C001    | 2/3 HOLE PUNCHER UNIT-A1                            | 1   | Included | Included |   |
| 3793V492    | INSTALL PAK DX C7765I/C7770I/C7790I                 | 1   | Included | Included |   |
| 2368V120    | MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM          | 1   | Included | Included |   |
| 1972V073    | ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D | 1   | Included | Included |   |
| IntSupplies | Pre-installed Supplies Installed in Machine         | 1   | Included | Included |   |

**Additional Requirements:**

OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS") TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED BY YOUR SIGNATURE. CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

|  |               |        |       |
|--|---------------|--------|-------|
| <b>Customer Authorized Signature:</b>  | Printed Name: | Title: | Date: |
| <b>ACCEPTANCE CERTIFICATE</b>  |               |        |       |
| To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule. |               |        |       |
| <b>Authorized Signature:</b>   | Printed Name: | Title: | Date: |
| <b>For Internal Purposes Only:</b>   |               |        |       |
| <b>CFS Authorized Signature:</b>   | Printed Name: | Title: | Date: |

\*\*Requires imageWARE Remote



This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon Solutions America, Inc. ("CSA") and its customer, as named on the Customer Information Face Page ("you" or "Customer"). "Parties" shall mean Customer and CSA. All notices to CSA shall be sent as set forth in Section 18.

## GENERAL TERMS

- 1. PURCHASE OR LEASE OF LISTED ITEMS.** You and CSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"), Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance"), application software licenses ("Software") which excludes Embedded Software as set forth in Rider A, "Software Subscriptions" as defined in Rider C, Software installation services ("Software Installation Services"), Software support contracts ("Software Support Contracts"), subscription support services ("Subscription Support Services"), managed print services ("MPS"), and/or other products and services incorporated by a schedule or addendum accepted by CSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule or other schedule or order document accepted by CSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS and any other services incorporated into this Agreement by a Schedule or Addendum. "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS"). To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically otherwise defined in a Rider or Schedule, shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.
- 2. TERM.** The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.
- 3. DELIVERY/INSTALLATION OF EQUIPMENT.** Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CSA to deliver Equipment via delivery van

and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly.

- 4. PAYMENT TERMS AND CHARGES.** The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law.
- 5. CREDIT.** CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness. If at any time prior to shipment, CSA discovers any mistake in pricing or configuration for any of the Listed Items, CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by CSA with respect to such Listed Items without liability.
- 6. LIMITED WARRANTIES AND DISCLAIMER.** Canon brand Equipment is provided with an end user limited warranty, from the manufacturer, either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. CSA is an authorized Canon service dealer and provides warranty service pursuant to the Canon limited warranties. Warranties, if any, for other Products and Services are provided by the manufacturer or developer or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CSA warrants that on completion of installation of Canon brand Equipment will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CSA or the manufacturer. The CSA warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE AT THE TIME INSTALLATION IS COMPLETED. IN NO EVENT SHALL A BREACH OF THIS WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.



**7. LIMITATION OF LIABILITY.**

**7.1** CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.2** CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM, SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

- 8. DATA.** You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA that could be construed to apply to HD Data.
- 9. SECURITY.** As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.
- 10. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.
- 11. CUSTOMER DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this

Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.

- 12. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ~~NEW YORK~~MISSOURI. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN ~~THE COUNTY OF NEW YORK~~CASS COUNTY, MISSOURI UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF ~~NEW YORK~~MISSOURI OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN ~~THE COUNTY OF NEW YORK~~CASS COUNTY, MISSOURI. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.
- 13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER.** ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.
- 14. ENTIRE AGREEMENT; MASTER AGREEMENT AND OVERRIDING CONTRACT TERMS.** This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement.
- 15. CSA DEFAULT.** Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.
- 16. REPRESENTATIONS AND AMENDMENTS.** NO REPRESENTATION OR STATEMENT NOT CONTAINED ON THE AGREEMENT POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE

MODIFIED OR AMENDED, EXCEPT BY A WRITING SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA. NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS YOU AND CSA AND/OR CFS AGREE IN AN EXECUTED ADDENDUM, A PROVISION MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER DATE SPECIFIED IN THE NOTIFICATION), UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, AS APPLICABLE, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH MODIFICATION IN GOOD FAITH.

**17. GENERAL TERMS.** This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

**18. NOTICES. YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS**



**AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO [LEGAL@CSA.CANON.COM](mailto:LEGAL@CSA.CANON.COM).**

**19. INDEMNITY.** CSA shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from any third party claims that Customer's use or possession of Canon branded equipment ("Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (a) modifications made to the Products without CSA's written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, or (d) equipment made pursuant to specifications furnished by Customer, in all of which instances Customer shall indemnify and hold harmless CSA. CSA's indemnification obligation hereunder is subject to Customer providing CSA prompt written notice of the IP Claim, allowing CSA sole control of the defense and settlement thereof, and providing assistance therewith, at CSA's expense, as CSA reasonably requests. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products, or the use thereof, becomes, or in CSA's opinion is likely to become, the subject of such an IP Claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Products upon request by CSA and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, CSA shall refund the applicable Products purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CSA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.





CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800) 613-2228

## MASTER SALES AND SERVICES AGREEMENT ADDENDUM

|   |                        |                     |                           |
|---|------------------------|---------------------|---------------------------|
| Related Master Sales and Services Agreement Number:<br><b>MA12450</b> |                        |                     |                           |
| Customer:<br><b>Belton City of</b>                                    |                        |                     |                           |
| Street Address:<br><b>506 Main St</b>                                 | City:<br><b>Belton</b> | State:<br><b>MO</b> | Zip Code:<br><b>64012</b> |

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Master Sales and Services Agreement Addendum ("Addendum") to the above-described Master Sales and Services Agreement (the "Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

a. GENERAL TERMS [Version 1.0, 7-1-20]

i. **Section 12 – CHOICE OF LAW AND FORUM:** Delete Section 12 in its entirety.

ii. **ADD NEW SECTION:** Add the following new section to the end of the Terms:

**19. INDEMNITY.** CSA shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from any third party claims that Customer's use or possession of Canon branded equipment ("Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (a) modifications made to the Products without CSA's written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, or (d) equipment made pursuant to specifications furnished by Customer, in all of which instances Customer shall indemnify and hold harmless CSA. CSA's indemnification obligation hereunder is subject to Customer providing CSA prompt written notice of the IP Claim, allowing CSA sole control of the defense and settlement thereof, and providing assistance therewith, at CSA's expense, as CSA reasonably requests. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products, or the use thereof, becomes, or in CSA's opinion is likely to become, the subject of such an IP Claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Products upon request by CSA and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, CSA shall refund the applicable Products purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CSA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.

2. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

3. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officials as of the date set forth below, intending to be legally bound hereby.

**Canon Solutions America, Inc.**

DocuSigned by:  
By: Dawn Rouse  
Name: Dawn ROUSE  
Title: Senior Director, Strategic Pricing  
Date: 05/20/2021 | 10:35 AM PDT

**Belton City of**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**RIDER A**

**CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS**

**THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.**

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E).

**1. MAINTENANCE / TERM / CHARGES.**

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Canon brand software) covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously in place Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14".

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. If the Fleet or Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

**2. CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated

**3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT.** Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.

**4. ITEMS NOT COVERED UNDER MAINTENANCE.** Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;



- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CSA's regular business hours; or
- (i) repair of network/system connection device, except when listed on face page.

**5. EXCESSIVE MAINTENANCE REQUIREMENTS.** If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

**6. PARTS.** You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

**7. CONSUMABLE INCLUSIVE (TONER ABUSE).** Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's remote reporting software (see Section 8 b. below installation and use), which includes Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

**8. BILLING / METER COLLECTION.**

a. You agree to comply with the billing procedures designated by CSA, including timely notifying CSA of the meter readings. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's remote reporting software. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and the remote reporting software to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

**9. EMBEDDED SOFTWARE.** CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by

you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under Rider C.

**10. SOFTWARE AND SOFTWARE SUPPORT CONTRACTS.** If you have acquired any Software and/or Software Support Contracts, these listed items shall be governed by the terms and conditions of Rider C.

**11. DEFAULT.** In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term or any renewal term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

## RIDER B

### TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

**THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.**

**1. BUY OUT REIMBURSEMENT:** If "Buy-Out Reimbursement" is indicated on any Return, Upgrade, Buyout, Relocation Schedule (each a "Return Schedule") it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the Return Equipment or Trade-in Equipment (the "Lessor") by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in Equipment or Return Equipment (as identified on a Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

**2. TRADE-IN EQUIPMENT OR RETURN TO LEASING COMPANY:** If Trade-In Equipment or Return to Leasing Company is indicated on a Return Schedule, you hereby authorize CSA to pick up the Trade-in Equipment or Return Equipment listed on the Return Schedule. Upon such pick-up, title to Trade-in Equipment is conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified on the Return Schedule that it is provided on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement, and the full amount of any trade-in credit reflected in the Return Schedule (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment to the Lessor.

**3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT.** You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment or Return Equipment while being relocated or returned to the leasing company to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment or Return Equipment is unavailable for pickup and removal

through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

**4. DATA.** You acknowledge that the hard drive(s) on the Trade-in Equipment or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.



THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

**1. AGREEMENT:** CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

**2. TERM OF SCHEDULE:** Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

**3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. If a Lease Schedule indicates a "Standard" Price Plan, CSA has the right to increase both (i) the portion of the Monthly Base Charge related to copy charges and (ii) the Per Image Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

**4. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

**5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

**6. INDEMNITY:** To the extent permitted by Missouri law, the Customer shall indemnify reimburse and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, unless due to CFS' gross negligence or willful misconduct, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules with respect to claims that arise with respect to events that occur prior to the Equipment's return to CFS, regardless of when such claims are made.

**7. MAINTENANCE:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of imageWARE Remote during the term. If Customer at any time disconnects, disables or denies access to this feature, CSA may increase the charges for such items by 5% for any subsequent billing period in which such feature remains non-operational. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

**8. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

**9. LOSS; DAMAGE; INSURANCE:** Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease



Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

**10. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer ~~or any guarantor of Customer's obligations hereunder ("Guarantor")~~ ceases doing business as a going concern; (c) Customer ~~or any Guarantor~~ becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer ~~or any Guarantor~~ under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, ~~any Guarantor~~, or any of their property; (f) any statement, representation or warranty made by Customer ~~or any Guarantor~~ to CFS is incorrect in any material respect; or (g) if Customer ~~or any Guarantor~~ who is a natural person dies.

**11. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**12. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**13. RENEWAL; RETURN:** Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

**14. PURCHASE OPTION:** .A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

**15. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

**16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

**17. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**18. WAIVER OF OFFSET:** The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** ~~EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY.~~ THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ~~NEW JERSEY~~ MISSOURI WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF ~~CAMDEN OR BURLINGTON, NEW JERSEY~~ CASS, MISSOURI, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

**20. MISCELLANEOUS:** All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. If any affiliate of Customer shall execute any Lease Schedule, all obligations to be performed by Customer and all such Affiliates shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

**21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES:** From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder.

Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

**22. FISCAL FUNDING (if applicable):** This Section 24-22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.

**SECTION VIII**  
**J**

**R2021-36**

**A RESOLUTION APPROVING THE EXTENSION OF THE AGREEMENT FOR THE CITY OF BELTON WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2021 STREET PRESERVATION PROJECT FOR A TERM OF ONE (1) YEAR IN THE AMOUNT OF \$5,566,608.93.**

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

**WHEREAS**, in June 2019, the City Council approved an Agreement for the City of Belton with Superior Bowen Asphalt Company, LLC (Superior Bowen) (R2019-55) for street preservation with the option for two one-year extensions. Staff contacted Superior Bowen and received concurrence that they would like to renew this Agreement to complete the 2021 Street Reconstruction Project in the amount of \$5,061,608.93 as the second of the two extensions per the Agreement. While Superior Bowen is working in the City of Belton, the Public Works Department requested that Superior Bowen do additional work for the Transportation Division including repairs to streets and parking lots on an as-needed basis using the Street Preservation Program fund in the amount of \$505,000; and

**WHEREAS**, the City Council believes that approving the extension of the Agreement with Superior Bowen will ensure that all preservation repairs for the City of Belton are completed for the best price currently available and that this is beneficial to the citizens of Belton.

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

**SECTION 1.** That the extension of the Agreement for the City of Belton with Superior Bowen Asphalt Company LLC for the 2021 Street Preservation Project for a term of one (1) year in the amount of \$5,566,608.93, herein attached and incorporated as **Exhibit A**, is hereby approved.

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

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

AYES:           COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:         COUNCILMEMBER:

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





# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 25, 2021

**DIVISION:** Public Works/Transportation

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

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

**ISSUE/RECOMMENDATION:**

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

In June 2019, the City Council approved Resolution R2019-55 that approved an Agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for street preservation with the option for two one-year extensions. Staff contacted Superior Bowen and received concurrence that they would like to renew this Agreement to complete the 2021 Street Reconstruction Project. Staff recommends extending this Cooperative Agreement as the second of the two extensions for the 2021 Street Reconstruction Project.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

|                             |                                     |              |  |
|-----------------------------|-------------------------------------|--------------|--|
| Contractor:                 | Superior Bowen Asphalt Company, LLC |              |  |
| Amount of Request/Contract: | \$                                  | 5,061,608.93 |  |
| Amount Budgeted:            | \$                                  | 5,061,608.93 |  |
| Funding Source:             | Street Bond Funds                   |              |  |

**ISSUE/RECOMMENDATION:**

While Superior Bowen is working in Belton, the Public Works Department requested that Superior Bowen do additional work including repairs to street and parking lots on an as-needed basis for the Transportation Division using the Street Preservation Program fund.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

|                             |                                     |              |  |
|-----------------------------|-------------------------------------|--------------|--|
| Contractor:                 | Superior Bowen Asphalt Company, LLC |              |  |
| Amount of Request/Contract: | \$                                  | \$505,000    |  |
| Amount Budgeted:            | \$                                  | \$770,773.00 |  |
| Funding Source:             | 225-0000-495-7300                   |              |  |

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

Approve the extension of the Agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2021 Street Preservation Project for a term of one (1) year in the amount of \$5,566,608.93

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

Exhibit A - Agreement with Superior Bowen



## AGREEMENT

Contract Number 19-003/225-0000-495-7300 – FY2022 Extension

Project Title 2021 Street Preservation Project

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

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

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

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

### Contracting Requirements

- Agreement
- Performance and Maintenance Bond
- Payment Bond
- Insurance Certificate
- Affidavit of Enrollment in Federal Work Authorization Program and E-Verify
- Certificate of Owner’s Attorney
- General Terms and Conditions
- Missouri Prevailing Wage Info and Forms
- Annual Wage Order No. 27
- Missouri Revised Statutes and Code of State Regulations
- Missouri Project Exemption Certificate
- Change Order Form

### Appendix

- Project Map
- Street List
- Schedule of Values

**Sec. 3.** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the

Contract Price) **Five million, five hundred and sixty-six thousand, six hundred and eight dollars, and ninety-three cents (\$ 5,566,608.93).**

**Sec. 4.** CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER. CONTRACTOR shall provide to OWNER a schedule prior to beginning the WORK, which said schedule shall evidence the start and completion dates for each project. CONTRACTOR agrees to ensure that no curb is left open for more than 48-hours and that all roads must be surfaced within two weeks of CONTRACTOR installing the base of the road.

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

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

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

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

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

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

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

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

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


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


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

**CONTRACTOR**

Name, address, e-mail address and facsimile number of  
CONTRACTOR  
Superior Bowen Asphalt Company, LLC  
2501 Manchester Trafficway  
Kansas City, Missouri 64129

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

By:   
Printed Name: Matthew Bowen  
Title: Vice President

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

(Attach corporate seal if applicable)

**BELTON, MISSOURI**

Address and facsimile number of City department

Public Works Department

City Hall Annex

520 Main Street

Belton, Missouri 64012

Fax: (816) 322-6973

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

Printed Name: Norman Larkey

Title: Mayor

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

Printed Name: Andrea Cunningham

Title: City Clerk

(Attach Seal)

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

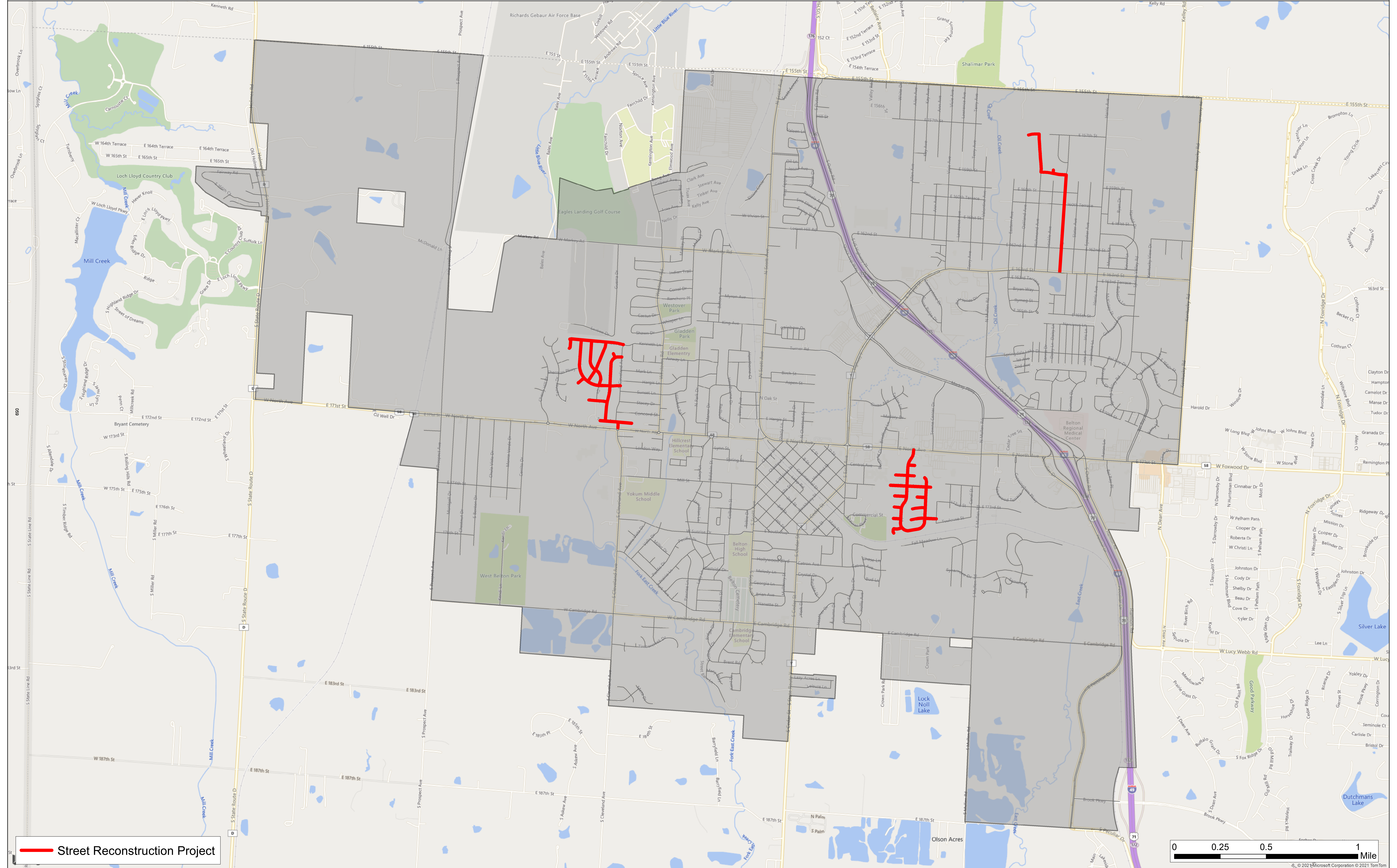
By: \_\_\_\_\_

Printed Name: Sheila Ernzen

Title: Finance Director, City of Belton, MO



# 2021 Street Reconstruction Projects



Street Reconstruction Project

0 0.25 0.5 1 Mile



# 2021 Street Reconstruction Project List

| PCI  | PCI Rating | Street Name      | Limits  | Length (FT) | Area (SY) | Curbs |
|------|------------|------------------|---|-------------|-----------|-------|
| 18.4 | Serious    | APPLE BLOSSOM CT | MINNIE AVE-END OF ROAD                        | 276         | 736       | Yes   |
| 13.1 | Serious    | APPLE BLOSSOM LN | APPLEWOOD LN-WINESAP CT                       | 155         | 413       | Yes   |
| 18   | Serious    | APPLE BLOSSOM LN | JONATHAN CT-MCINTOSH CIR                      | 300         | 800       | Yes   |
| 20.5 | Serious    | APPLE BLOSSOM LN | MCINTOSH CIR-MINNIE AVE                       | 300         | 800       | Yes   |
| 17.4 | Serious    | APPLE BLOSSOM LN | WINESAP CT-JONATHAN CT                        | 301         | 803       | Yes   |
| 31.3 | Very Poor  | APPLE VALLEY PKY | GOLDEN CT-APPLEWOOD LN                        | 217         | 772       | Yes   |
| 42.6 | Poor       | APPLE VALLEY PKY | GOLDEN CT-WINESAP CIR                         | 256         | 683       | Yes   |
| 35.5 | Very Poor  | APPLE VALLEY PKY | ROME CT-E NORTH AVE                           | 478         | 1806      | Yes   |
| 29.3 | Very Poor  | APPLE VALLEY PKY | COURTLAND CT-ROME CT                          | 301         | 1137      | Yes   |
| 16.9 | Serious    | APPLE VALLEY PKY | DUCHESS CT-MINNIE AVE                         | 299         | 797       | Yes   |
| 21.2 | Serious    | APPLE VALLEY PKY | GREENING CT-DUCHESS CT                        | 369         | 984       | Yes   |
| 22.2 | Serious    | APPLE VALLEY PKY | MINNIE AVE-COURTLAND CT                       | 301         | 1137      | Yes   |
| 20.6 | Serious    | APPLE VALLEY PKY | WINESAP CIR-GREENING CT                       | 312         | 832       | Yes   |
| 16.5 | Serious    | APPLEWOOD LN     | APPLE VALLEY PKY-APPLE BLOSSOM LN             | 538         | 1435      | Yes   |
| 11.6 | Serious    | COURTLAND CT     | APPLE VALLEY PKY-END OF ROAD                  | 339         | 904       | Yes   |
| 13   | Serious    | COURTLAND CT     | APPLE VALLEY PKY-END OF ROAD                  | 197         | 525       | Yes   |
| 12.5 | Serious    | DUCHESS CT       | APPLE VALLEY PKY-END OF ROAD                  | 341         | 909       | Yes   |
| 25.7 | Very Poor  | GOLDEN CT        | APPLE VALLEY PKY-END OF ROAD                  | 377         | 1005      | Yes   |
| 16.5 | Serious    | GREENING CT      | APPLE VALLEY PKY-END OF ROAD                  | 210         | 560       | Yes   |
| 10.2 | Serious    | JONATHAN CT      | APPLE BLOSSOM LN-END OF ROAD                  | 369         | 984       | Yes   |
| 7.6  | Failed     | MCINTOSH CIR     | APPLE BLOSSOM LN-END OF ROAD                  | 246         | 656       | Yes   |
| 12.6 | Serious    | MINNIE AVE       | APPLE VALLEY PKY-APPLE BLOSSOM LN             | 553         | 1475      | Yes   |
| 13.9 | Serious    | MINNIE AVE       | APPLE VALLEY PKY-END OF ROAD                  | 478         | 1275      | Yes   |
| 9    | Failed     | MINNIE AVE       | APPLE BLOSSOM LN-END OF ROAD                  | 126         | 336       | Yes   |
| 14.1 | Serious    | ROME CT          | APPLE VALLEY PKY-END OF ROAD                  | 188         | 501       | Yes   |
| 31.9 | Very Poor  | WINESAP CIR      | APPLE VALLEY PKY-END OF ROAD                  | 212         | 565       | Yes   |
| 13.2 | Serious    | WINESAP CT       | APPLE BLOSSOM LN-END OF ROAD                  | 396         | 1056      | Yes   |
| 35.8 | Very Poor  | WINESAP CT       | 160 FT E OF APPLE BLOSSOM LN-DAUPHINE ST      | 170         | 604       | Yes   |
| 9.7  | Failed     | WINESAP CT       | APPLE BLOSSOM LN-160 FT E OF APPLE BLOSSOM LN | 160         | 427       | Yes   |
| 18.9 | Serious    | FARM PL          | KENNETH LN-END OF ROAD                        | 285         | 760       | Yes   |
| 29.3 | Very Poor  | KENNETH LN       | FARM PL-SANDRA LN                             | 333         | 888       | Yes   |
| 31.1 | Very Poor  | E 157TH ST       | RICHMOND AVE-END OF ROAD                      | 308         | 821       | Yes   |
| 39.6 | Very Poor  | E 158TH ST       | RICHMOND AVE-TENNISEN CT                      | 350         | 933       | Yes   |
| 60.4 | Fair       | E 158TH ST       | HIGHT AVE-TENNISEN CT                         | 379         | 1011      | Yes   |
| 24.7 | Serious    | RICHMOND AVE     | E 158TH ST-E 157TH ST                         | 1096        | 2923      | Yes   |
| 57.2 | Fair       | TENNISEN CT      | E 158TH ST-END OF ROAD                        | 99          | 264       | Yes   |
| 35.5 | Very Poor  | HIGHT AVE        | E 162ND ST-E 160TH TER                        | 1255        | 3068      | No    |
| 14.2 | Serious    | HIGHT AVE        | E 160TH ST-E 158TH ST                         | 508         | 1355      | No    |
| 18.3 | Serious    | HIGHT AVE        | E 163RD ST-E 162ND ST                         | 699         | 1709      | No    |
| 32   | Very Poor  | HIGHT AVE        | E 160TH TER-E 160TH ST                        | 351         | 858       | No    |
| 40.4 | Poor       | ASKEW AVE        | KIMBERLY DR-KENNETH LN                        | 864         | 2304      | Yes   |
| 39.7 | Very Poor  | ASKEW AVE        | SUNSET LN-KIMBERLY DR                         | 397         | 1059      | Yes   |
| 46.2 | Poor       | KENNETH LN       | SANDRA LN-KIMBERLY DR                         | 300         | 800       | Yes   |
| 26.7 | Very Poor  | KENNETH LN       | ASKEW AVE-N CLEVELAND AVE                     | 501         | 1336      | Yes   |



# 2021 Street Reconstruction Project List

| PCI           | PCI Rating | Street Name     | Limits                          | Length (FT)   | Area (SY)     | Curbs |
|---------------|------------|-----------------|---------------------------------|---------------|---------------|-------|
| 51.7          | Poor       | KENNETH LN      | KIMBERLY DR-ASKEW AVE           | 418           | 1115          | Yes   |
| 40.2          | Poor       | KIMBERLY DR     | ASKEW AVE-KENNETH LN            | 900           | 2400          | Yes   |
| 43.5          | Poor       | KIMBERLY DR     | SUNSET LN-ASKEW AVE             | 507           | 1352          | Yes   |
| 22            | Serious    | MONROE AVE      | STACEY DR-SUNSET LN             | 469           | 1251          | Yes   |
| 17.3          | Serious    | MONROE AVE      | SUNSET LN-MONROE CT             | 866           | 2309          | Yes   |
| 7.5           | Failed     | MONROE AVE      | MONROE CT-N CLEVELAND AVE       | 192           | 512           | Yes   |
| 8.2           | Failed     | MONROE AVE      | TREVIS AVE-STACEY DR            | 555           | 1480          | Yes   |
| 8.2           | Failed     | MONROE CT       | MONROE AVE-END OF ROAD          | 122           | 325           | Yes   |
| 39.7          | Very Poor  | N CLEVELAND AVE | W NORTH AVE-TREVIS AVE          | 166           | 443           | Yes   |
| 25.2          | Very Poor  | SANDRA LN       | SHERMAN PKY-KENNETH LN          | 822           | 2192          | Yes   |
| 15.4          | Serious    | STACEY DR       | KIMBERLY DR-END OF ROAD         | 223           | 595           | Yes   |
| 18.5          | Serious    | STACEY DR       | KIMBERLY DR-MONROE AVE          | 309           | 824           | Yes   |
| 19.8          | Serious    | SUNSET CT       | SUNSET LN-END OF ROAD           | 222           | 592           | Yes   |
| 45.9          | Poor       | SUNSET LN       | ASKEW AVE-KIMBERLY DR           | 350           | 933           | Yes   |
| 43            | Poor       | SUNSET LN       | MONROE AVE-N CLEVELAND AVE      | 299           | 797           | Yes   |
| 28.8          | Very Poor  | SUNSET LN       | SHERMAN PKY-SUNSET CT           | 309           | 824           | Yes   |
| 45.5          | Poor       | SUNSET LN       | KIMBERLY DR-MONROE AVE          | 314           | 837           | Yes   |
| 51.1          | Poor       | SUNSET LN       | SUNSET CT-ASKEW AVE             | 148           | 395           | Yes   |
| 44            | Poor       | TREVIS AVE      | END-MONROE AVE                  | 152           | 405           | Yes   |
| 51            | Poor       | TREVIS AVE      | MONROE AVE-N CLEVELAND AVE      | 299           | 797           | Yes   |
| 47.9          | Poor       | TREVIS AVE      | N CLEVELAND AVE-END OF ROAD     | 387           | 1032          | Yes   |
| 36.9          | Very Poor  | TREVIS AVE      | N CLEVELAND AVE-N CLEVELAND AVE | 73            | 195           | Yes   |
| <b>TOTALS</b> |            |                 |                                 | <b>24,592</b> | <b>66,610</b> |       |



**SECTION VIII**  
**K**

**R2021-37**

**A RESOLUTION APPROVING A CONTRACT FOR SERVICES FOR THE PUBLIC WORKS FACILITY – HEATING EQUIPMENT WITH SGI, THE LOWEST AND BEST BIDDER, IN THE NOT-TO-EXCEED AMOUNT OF \$35,580.00.**

**WHEREAS**, in 2020, the City of Belton purchased the old Seabee’s Lot at 700 Seabee Road to serve as the new Public Works Facility. The facility, abandoned for many years, is in a state of disrepair. In order to make this facility suitable for the Public Works Department, heating equipment must be purchased and installed for several buildings and

**WHEREAS**, bids were solicited through Request for Proposal Number 21-006: Public Works Facility-Heating Equipment, and the City received two (2) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures on May 4, 2021.

**WHEREAS**, SGI was the lowest and best bidder in the not-to-exceed amount of \$35,580.00.

|             |                                 |
|-------------|---------------------------------|
| SGI         | Quality Plumbing and Mechanical |
| \$35,580.00 | \$47,298.00                     |

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

**SECTION 1.** That the Contract for Services for the Public Works Facility – Heating Equipment, herein attached and incorporated to this Resolution as **Exhibit A**, with SGI in the not-to-exceed amount of \$35,580.00 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 \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 25, 2021

**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 checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion            | <input type="checkbox"/> FYI/Update              | <input type="checkbox"/> Presentation | <input type="checkbox"/> Both Readings |

**ISSUE/RECOMMENDATION:**

In 2020, the City of Belton purchased the old Seabee’s Lot at 700 Seabee Road to serve as the new Public Works Facility. The facility, abandoned for many years, is in a state of disrepair. In order to make this facility suitable for the Public Works Department, heating equipment must be purchased and installed for several buildings including Cold Storage Building, Concrete Storage Building, Meter Shop, and Asphalt Storage Building.

Bids were solicited through Request for Proposal Number 21-006: Public Works Facility - Heating Equipment, and the City received two (2) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures on May 4, 2021.

SGI was the lowest and best bid in the not-to-exceed amount of \$35,580.00.

|             |                                 |
|-------------|---------------------------------|
| SGI         | Quality Plumbing and Mechanical |
| \$35,580.00 | \$47,298.00                     |

Staff recommends approving a Contract for Services for the Public Works Facility – Heating Equipment with SGI in the not-to-exceed amount of \$35,580.00.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

|                                |   |
|--------------------------------|---|
| Contractor:                    | SGI   |
| Amount of Request/Contract: \$ | 35,580.00   |
| Funding Source:                | 225-0000-495-7200 (\$11,860.00); 660-0000-495-7200 (\$11,860.00); 662-0000-495-7200 (\$11,860.00) |

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

Approve a resolution approving a Contract for Services for the Public Works Facility – Heating Equipment with SGI in the not-to-exceed amount of \$35,580.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Exhibit A: Contract for Services for the Public Works Facility – Heating Equipment



**CITY OF BELTON  
CONTRACT FOR SERVICES**

**Public Works Facility – Heating Equipment**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_\_, 2021 between \_\_\_\_\_ SGI \_\_\_\_\_, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 105 N. Stewart Ct Suite 240, Liberty, MO, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

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

**ARTICLE I  
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-006 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II**  
**TIME OF COMMENCEMENT AND COMPLETION**

The work shall begin upon award of the project. Liquidated damages will commence on August 1, 2021. The date of substantial completion shall be that date when the project or portions of the project are approved by the Public Works Director or their designee.

**ARTICLE III**  
**CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$35,580.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

**ARTICLE IV**  
**CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.



In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

#### **ARTICLE V INSURANCE REQUIREMENTS**

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

#### **ARTICLE VI DAMAGES/DELAYS/DEFECTS**

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after

the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor’s surety will be liable for all liquidated damages.

| SCHEDULE OF LIQUIDATED DAMAGES |                       |                              |
|--------------------------------|-----------------------|------------------------------|
| Original Contract Amount       |                       | Charge Per Calendar Day (\$) |
| From More Than (\$)            | To and Including (\$) |                              |
| 0                              | 50,000                | 150                          |
| 50,001                         | 100,000               | 250                          |
| 100,001                        | 500,000               | 500                          |
| 500,001                        | 1,000,000             | 1,000                        |
| 1,000,001                      | 2,000,000             | 1,500                        |
| 2,000,001                      | 5,000,000             | 2,000                        |
| 5,000,001                      | 10,000,000            | 2,500                        |
| 10,000,001                     | And above             | 3,000                        |

**ARTICLE VII  
RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the Public Works Director, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

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

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution).

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

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

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

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

#### **ARTICLE VIII TERMINATION OF AGREEMENT**

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

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

**ARTICLE IX  
ARBITRATION**

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

**ARTICLE X  
WARRANTY**

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

**ARTICLE XI  
REQUIRED SAFETY TRAINING**

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

**ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**ARTICLE XIII**  
**AFFIDAVIT of WORK AUTHORIZATION**

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

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

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

**ARTICLE XIV  
ENTIRE AGREEMENT**

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

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

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

SEAL)

**THE CITY OF BELTON, MISSOURI**

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

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

SEAL)

**CONTRACTOR'S NAME**

By: \_\_\_\_\_  
*[Handwritten Signature]*

Title: MIKE WILSON, PRESIDENT

Attest: \_\_\_\_\_  
*[Handwritten Signature]*  
JENNIFER WILSON, SECRETARY

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Public Works Facility – Heating Equipment**

A mandatory Pre-Bid Meeting is scheduled for Monday, April 19, 2021 at 9:00 a.m. and Tuesday, April 20, 2021 at 9:00 a.m. at 700 Seabee Rd., Belton, MO 64012. Bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.

ANTICIPATED SCOPE OF SERVICES:

The City of Belton’s Public Works Department is seeking proposals to furnish and install hanging gas unit heaters, all required above ground gas line and connections to units, and thermostats in several buildings located at 700 Seabee Road, Belton, MO 64012. The unit heaters must be of adequate capacity and be able to throw air far enough to effectively heat buildings. The City has provided estimated building dimensions to bidders and will describe the building layouts during the mandatory preconstruction meetings. All bids must be submitted with an equipment list that identifies the product specifications including BTUH and air throw.

SPECIFICATIONS THAT APPLY

1. Project Special Specifications

METHODS AND PAYMENTS

1. Payment shall be to the Contractor for work completed in accordance with applicable sections of Appendix B – General Terms and Conditions.
2. The installation cost of all work included in this contract shall be included in the Contractor’s unit prices set forth in the bid. The unit price for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of work as actually constructed shall constitute full payment to the Contractor for performance of the work included in the section for the specifications.
3. Methods and payment for each work item shall be in accordance with the following:
  - a. **Bid Item #1 – Cold Storage Building:** Payment for the removal of two existing hanging unit heaters and the installation of 3 hanging unit heaters, gas line, connections, and a thermostat shall be paid for as a lump sum as set forth in the Bid Schedule per Each. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor,



- equipment, materials, and all other work incidental to the complete installation of this item. Refer to Attachment 3 for the Cold Storage Building location at the Public Works Facility, 700 Seabee Road, Belton, MO 64012.
- b. **Bid Item #2 – Concrete Storage Building:** Payment for the installation of 2 hanging unit heaters, gas line, connections, and a thermostat shall be paid for as a lump sum as set forth in the Bid Schedule per Each. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. Refer to Attachment 3 for the Concrete Storage Building location at the Public Works Facility, 700 Seabee Road, Belton, MO 64012.
  - c. **Bid Item #3 – Meter Shop:** Payment for the installation of 2 hanging unit heaters, gas line, connections, and a thermostat shall be paid for as a lump sum as set forth in the Bid Schedule per Each. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. Refer to Attachment 3 for the Meter Shop Building location at the Public Works Facility, 700 Seabee Road, Belton, MO 64012.
  - d. **Bid Item #4 – Asphalt Storage Building:** Payment for the installation of 1 hanging unit heaters, gas line, connections, and a thermostat shall be paid for as a lump sum as set forth in the Bid Schedule per Each. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. Refer to Attachment 3 for the Asphalt Storage Building location at the Public Works Facility, 700 Seabee Road, Belton, MO 64012.

#### ADDITIONAL BIDDING INFORMATION

*Project questions:* All questions regarding the bidding of this project must be submitted to Michael Kuhn, Engineer I, City of Belton, by phone at (816) 892-1293 or by email at [mkuhn@belton.org](mailto:mkuhn@belton.org). **All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.

## APPENDIX B General Terms and Conditions

### A. *Procedures*

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

### B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

### C. *Contract Period*

Award of this contract is anticipated prior to the end of May 2021.

### D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
  - i. Severability of Interests Coverage applying to Additional Insureds
  - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
  - iv. No Contractual Liability Limitation Endorsement
  - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
  - Workers Compensation Statutory
  - Employers Liability
  - \$100,000 accident with limits of:
  - \$500,000 disease-policy limit
  - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- f. Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

B. *Hold Harmless Clause*

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

C. *Exemption from Taxes*

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

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

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

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

E. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Belton City Council at which time final payment will be made. Payment will be based on actual services rendered and actual

costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

F. *Cancellation*

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

G. *Contractual Disputes*

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

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

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

H. *Severability*

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

I. *Applicable Laws*

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

J. *Drug/Crime Free Workplace*

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

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

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

K. *Inspection*

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

L. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Permits/Certificates*

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

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

**O. *Mobilization, Bonds, and Insurance***

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

| Percentage of Contract Completed | Percentage Mobilization Payment |
|----------------------------------|---------------------------------|
| 5%                               | 25%                             |
| 10%                              | 50%                             |
| 25%                              | 75%                             |
| 50%                              | 100%                            |

**P. *Bid Bond***

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

**Q. *Performance Bond***

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice



from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*V. Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*W. Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

X. *Rejection of Bids*

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

Y. *Release of Information*

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

Z. *American Products:*

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
  - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
  - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
    - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
    - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
  - a. Specify the nature of the contract,
  - b. Specify the product being purchased or leased,
  - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
  - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
  - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

AA. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in

connection with the services requested herein by

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

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

**PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.**

SGI

**ATTACHMENT 1**

**AFFIDAVIT OF WORK AUTHORIZATION**

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

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

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

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

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

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

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

Name/Contractor: SGI

Company: SGI

Address: 105 N. STEWART CT. SUITE 240H  
LIBERTY, MO 64068

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted

SGI

between Contractor and the City of Belton: Project #21-006.

3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

SGI

Company Name

*[Handwritten signature]*



Signature

Name: MIKE WILSON

Title: PRESIDENT

Subscribed and sworn to before me this 4 day of MAY, 2021

- NOTARY UNAVAILABLE DUE TO COVID -

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

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

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

✓1  
✓2

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

*[Handwritten signature]*



**Certificate of Insurance**

**ATTACHMENT 2**

Public Works Department  
 506 Main Street  
 Belton, Missouri 64012

|                             |                                      |          |
|-----------------------------|--------------------------------------|----------|
| NAME AND ADDRESS OF AGENCY  | <b>COMPANIES AFFORDING COVERAGES</b> |          |
|                             | COMPANY LETTER                       | <b>A</b> |
|                             | COMPANY LETTER                       | <b>B</b> |
| NAME AND ADDRESS OF INSURED | COMPANY LETTER                       | <b>C</b> |
|                             | COMPANY LETTER                       | <b>D</b> |
|                             | COMPANY LETTER                       | <b>E</b> |

**This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.**

| COMPANY LETTER | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATES | Limits of Liability in Thousands (000)  |                 |           |
|----------------|--|---------------|------------------------|---|-----------------|-----------|
|                |  |               |                        |   | EACH OCCURRENCE | AGGREGATE |
|                | <b>General Liability</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Premises --Operations<br><input checked="" type="checkbox"/> Explosions and Collapse Hazard<br><input checked="" type="checkbox"/> Underground Hazard<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury |               |                        | Bodily Injury<br>Property Damage  | \$              | \$        |
|                | <b>Auto Liability</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-Owned   |               |                        | Bodily Injury (Each Person)<br>Bodily Injury (Each Occurrence)<br>Property Damage<br>Bodily Injury and Property Damage Combined | \$              |           |
|                | <b>Excess Liability</b><br><input checked="" type="checkbox"/> Umbrella Form<br><input checked="" type="checkbox"/> Other than Umbrella Form   |               |                        | Bodily Injury and Property Damage Combined  | \$              | \$        |
|                | <b>Worker's Compensation and Employers' Liability</b>  |               |                        | Statutory   |                 |           |
|                | <b>Other</b>   |               |                        |   |                 |           |

**The City of Belton, Missouri is named as an Additional Insured.**

|                  |                                   |
|------------------|-----------------------------------|
| <b>Location:</b> | <b>Description of Operations:</b> |
|                  |                                   |

**Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail \_\_\_\_\_ days written notice to the below named certificate holder.**

|  |
|--|
| <b>NAME AND ADDRESS OF CERTIFICATE HOLDER:</b><br>City of Belton, Missouri<br>Public Works Department<br>506 Main Street<br>Belton, Missouri 64012 |
|--|

Date Issued: \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Representative



# Public Works Facility Buildings



ATTACHMENT 3

| ID | Building            |
|----|---------------------|
| A  | Administration      |
| B  | Operations          |
| C  | Cold Storage        |
| D  | Asphalt             |
| E  | Concrete            |
| F  | Storage 1           |
| G  | Meter Shop          |
| H  | Storage 2           |
| I  | Sign Shop           |
| J  | Vehicle Maintenance |

# **SECTION IX**

## **A**



**BILL NO. 2021-28**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING CHAPTER 11 – HEALTH AND SANITATION, ARTICLE IV – SOLID WASTE, SECTION 11-106(c) OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO UPDATE THE “SERVICE CHARGE/BILLING” RATE FROM \$15.61 PER MONTH TO \$16.21 PER MONTH.**

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

**Section 1.** Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(c) Service Charge/Billing Rate, third sentence is amended to read as follows:

Beginning July 22, 2021, the cost of residential service is \$14.41, in accordance with proper WCA notification, plus \$1.80 for one (1) trash cart per month; totaling a \$16.21 fee per month for any active residential account with one trash cart.

**Section 2.** This Ordinance shall take effect and be in full force after fully approved by City Council with rates going into effect July 22, 2021.

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

READ FOR THE FIRST TIME: May 25, 2021

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of May, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, 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



February 26, 2021

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

Ms. Barton:

As referenced in Section 4.1 (d) of the Contract For Waste Collection Services between the WCA of Missouri, LLC and the City of Belton, WCA intends to exercise a rate increase consistent with the guideline found in Exhibit B.

WCA will increase the monthly price by the 4.4 percent CPI rate for trash collection services, bringing the price to \$14.41 per household effective July 22, 2021.

We enjoy our relationship with the City of Belton and will strive to remain the superior solid waste collection partner that your citizens expect and deserve. As always, please contact me with any questions, comments or suggestions.

Thank you for your time and consideration.

Yours very truly,

Tom Coffman  
WCA Municipal Representative  
19212 E. 231<sup>st</sup> Street  
Harrisonville, MO 64701  
816-787-2382  
[tcoffman@wcamerica.com](mailto:tcoffman@wcamerica.com)

# **SECTION IX**

## **B**

**BILL NO. 2021-29**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2022 ADOPTED CITY BUDGET.**

**WHEREAS**, on March 23, 2021 under Ordinance No. 2021-4614, the City Council approved the Fiscal Year 2022 City Budget; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2022 City Budget, anticipated cash carry over amounts are now known; and

**WHEREAS**, amounts that were approved in the Fiscal Year 2021 City Budget that were not spent and need to be reappropriated in the Fiscal Year 2022 City Budget are now known.

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

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

INCREASE the balance by \$ 1,866,998 (whole dollars) of Revenue line item, # 010-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 230,483 (whole dollars) of Revenue line item, # 010-0000-391-4012 , named Transfers from Public Safety Sales Tax.

INCREASE the balance by \$ 3,000 (whole dollars) of Expense line item, # 010-2000-400-3025 , named Public Works – Engineering .

INCREASE the balance by \$ 13,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Annex Roof.

INCREASE the balance by \$ 12,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Annex HVAC.

INCREASE the balance by \$ 700,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Munis EnerGov Software.

INCREASE the balance by \$ 155,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Concrete Driveway & Curbs Station 1.

INCREASE the balance by \$ 15,208 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Fire Prevention Vehicle.

INCREASE the balance by \$ 22,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Communication Center HVAC System .

INCREASE the balance by \$ 10,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Computer Equipment .

INCREASE the balance by \$ 37,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Body Worn Cameras .

INCREASE the balance by \$ 50,000 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Special Operations Personnel Van .

INCREASE the balance by \$ 48,500 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Patrol Cars .

INCREASE the balance by \$ 13,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Replacement Shower Inserts .

INCREASE the balance by \$ 48,000 (whole dollars) of Expense line item, # 010-1000-400-8525 , named Legislative – Transfer to Street Fund .

INCREASE the balance by \$ 970,773 (whole dollars) of Expense line item, # 010-1000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 2.** In the Public Safety Sales Tax Fund, # 012 ...

INCREASE the balance by \$ 1,333,861 (whole dollars) of Revenue line item, # 012-0000-367-9000 , named Cash Carryover (Fire - \$ 84,983 & Police - \$ 1,248,878) .

INCREASE the balance by \$ 84,983 (whole dollars) of Expense line item, # 012-3600-400-8510 , named Fire – Transfers to General Fund .

INCREASE the balance by \$ 145,500 (whole dollars) of Expense line item, # 012-3800-400-8510 , named Police – Transfers to General Fund .

INCREASE the balance by \$ 1,103,378 (whole dollars) of Expense line item, # 012-3800-400-9000 , named Police - Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 3.** In the General Capital Fund, # 014 ...

INCREASE the balance by \$ 1,253,292 (whole dollars) of Revenue line item, # 014-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 1,250,000 (whole dollars) of Expense line item, # 014-0000-400-8542 , named Transfer to Fund 442 Major City Construction for the Peculiar Drive & Outer Road project 5415.

INCREASE the balance by \$ 3,292 (whole dollars) of Expense line item, # 014-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 4.** In the Park Fund, # 220 ...

INCREASE the balance by \$ 104,683 (whole dollars) of Revenue line item, # 220-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 51,900 (whole dollars) of Expense line item, # 220-3040-495-7500 , named Park Maintenance – Capital Outlay – Vehicles – Ford F-250, salt spreader and blade.

INCREASE the balance by \$ 52,783 (whole dollars) of Expense line item, # 220-0000-400-9000 , named Park Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 5.** In the Street Impact Fee Fund, # 223 ...

INCREASE the balance by \$ 103,282 (whole dollars) of Revenue line item, # 223-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 103,282 (whole dollars) of Expense line item, # 223-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 6.** In the Hotel/Motel Tax Fund, # 224 ...

INCREASE the balance by \$ 15,269 (whole dollars) of Revenue line item, # 224-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 15,269 (whole dollars) of Expense line item, # 224-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 7.** In the Street Fund, # 225 ...

INCREASE the balance by \$ 1,241,505 (whole dollars) of Revenue line item, # 225-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 48,000 (whole dollars) of Revenue line item, # 225-0000-395-1000 , named Transfer from General Fund .

INCREASE the balance by \$ 159,863 (whole dollars) of Expense line item, # 225-0000-495-7200 , named Capital Outlay – Building - Building .

DECREASE the balance by \$ 209,227 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Street Preservation Program .

INCREASE the balance by \$ 600,000 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – N. Scott .

INCREASE the balance by \$ 459,086 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Storm Water Preservation Program .

INCREASE the balance by \$ 6,863 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Regulatory Street Signs .

INCREASE the balance by \$ 43,460 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Ford F350 Truck .

INCREASE the balance by \$ 43,460 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Ford F350 Truck .

INCREASE the balance by \$ 71,000 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Dump Truck Replacement .

INCREASE the balance by \$ 9,200 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Snow Plow .

INCREASE the balance by \$ 11,200 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Salt Spreader .



INCREASE the balance by \$ 27,800 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Truck Replacement.

INCREASE the balance by \$ 10,300 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Dakota Service Body for Truck Replacement.

INCREASE the balance by \$ 9,200 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Snow Plow for Truck Replacement.

INCREASE the balance by \$ 27,800 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Truck Replacement.

INCREASE the balance by \$ 10,300 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Dakota Service Body for Truck Replacement.

INCREASE the balance by \$ 9,200 (whole dollars) of Expense line item, # 225-0000-495-7500 , named Capital Outlay – Vehicles – Snow Plow for Truck Replacement.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 8.** In the Markey Parkway Regional Detention Fund, # 226 ...

DECREASE the balance by \$ 608 (whole dollars) of Revenue line item, # 226-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 608 (whole dollars) of Expense line item, # 226-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 9.** In the Capital Improvement Sales Tax Fund, # 227 ...

INCREASE the balance by \$ 793,826 (whole dollars) of Revenue line item, # 227-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 793,826 (whole dollars) of Expense line item, # 227-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 10.** In the Park Sales Tax Fund, # 229 ...

INCREASE the balance by \$ 103,239 (whole dollars) of Revenue line item, # 229-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 103,239 (whole dollars) of Expense line item, # 229-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 11.** In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$ 21 (whole dollars) of Revenue line item, # 231-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 21 (whole dollars) of Expense line item, # 231-0000-400-4023 , named Community Supplies .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 12.** In the Drug Seizure Fund, # 232 ...

INCREASE the balance by \$ 79 (whole dollars) of Revenue line item, # 232-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 79 (whole dollars) of Expense line item, # 232-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 13.** In the DWI Recovery Fund, # 233 ...

INCREASE the balance by \$ 379 (whole dollars) of Revenue line item, # 233-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 379 (whole dollars) of Expense line item, # 233-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 14.** In the Special Training Fund, # 234 ...

DECREASE the balance by \$ 378 (whole dollars) of Revenue line item, # 234-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 378 (whole dollars) of Expense line item, # 234-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 15.** In the Debt Service Fund, # 334 ...

INCREASE the balance by \$ 1,181,091 (whole dollars) of Revenue line item, # 334-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 1,181,091 (whole dollars) of Expense line item, # 334-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 16.** In the Major City Construction Fund, # 442 ...

DECREASE the balance by \$ 1,054,511 (whole dollars) of Revenue line item, # 442-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 1,250,000 (whole dollars) of Revenue line item, # 442-0000-391-2214 , named Transfer from General Capital .

INCREASE the balance by \$ 195,489 (whole dollars) of Expense line item, # 442-5415-495-7112 , named Peculiar Drive & Outer Rd – Engineering & Design .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 17.** In the Street Capital Projects Fund, # 445 ...

INCREASE the balance by \$ 187,457 (whole dollars) of Revenue line item, # 445-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 187,457 (whole dollars) of Expense line item, # 445-5318-495-7117 , named 2019 Street Bond Base Repair & Overlay - Construction .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 18.** In the Storm Water Projects Fund, # 451...

INCREASE the balance by \$ 43,505 (whole dollars) of Revenue line item, # 451-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 43,505 (whole dollars) of Expense line item, # 451-5619-495-7112 , named Hargis Lake - Engineering.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 19.** In the Sewer Impact Fee Fund, # 460...

INCREASE the balance by \$ 35,465 (whole dollars) of Revenue line item, # 460-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 35,465 (whole dollars) of Expense line item, # 460-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 20.** In the Water Impact Fee Fund, # 462...

DECREASE the balance by \$ 175,851 (whole dollars) of Revenue line item, # 462-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 175,851 (whole dollars) of Expense line item, # 462-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 21.** In the Wastewater Fund, # 660...

INCREASE the balance by \$ 912,865 (whole dollars) of Revenue line item, # 660-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 660-0000-495-7200 , named Capital Outlay – Building – Building.

INCREASE the balance by \$ 156,598 (whole dollars) of Expense line item, # 660-0000-495-7300 , named Capital Outlay – Improvements – Public I & I.

INCREASE the balance by \$ 121,200 (whole dollars) of Expense line item, # 660-0000-495-7400 , named Capital Outlay – Equipment – Water Meter Register Replacement.

INCREASE the balance by \$ 485,067 (whole dollars) of Expense line item, # 660-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 22.** In the Solid Waste Disposal Fund, # 661...

INCREASE the balance by \$ 194,058 (whole dollars) of Revenue line item, # 661-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 194,058 (whole dollars) of Expense line item, # 661-0000-400-3020 , named Contractual .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 23.** In the Water Fund, # 662...

INCREASE the balance by \$ 1,078,533 (whole dollars) of Revenue line item, # 662-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 662-0000-495-7200 , named Capital Outlay – Building – Building.

INCREASE the balance by \$ 280,793 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Water Line Replacement.

INCREASE the balance by \$ 50,000 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Water Master Plan.

INCREASE the balance by \$ 597,740 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 24.** In the Golf Fund, # 665 ...

INCREASE the balance by \$ 196,373 (whole dollars) of Revenue line item, # 665-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 124,210 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Fairway Mowers.

INCREASE the balance by \$ 70,000 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Golf Course Netting.

INCREASE the balance by \$ 2,163 (whole dollars) of Expense line item, # 665-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 25.** In the Belton Town Centre TIF Fund, # 222 ...

INCREASE the balance by \$ 726,710 (whole dollars) of Revenue line item, # 222-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 726,710 (whole dollars) of Expense line item, # 222-5040-400-3020 , named Contractual.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 26.** That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: May 25, 2021

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

---

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

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

---

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

# **SECTION IX**

## **C**



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

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

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

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

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

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

**WHEREAS**, Herman has requested a change to the development project to be undertaken for Redevelopment Project 3 in the Plan as set out in the Fourth Amendment to Tax Increment Financing Contract, as amended (the “Fourth Amended Agreement”); and

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

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

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

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

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

READ FOR THE FIRST TIME: May 25, 2021.

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, 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:** May 25, 2021

**DIVISION:** Economic Development

**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 |

**TOPIC:**

Herman Enterprises, L.L.C., the developer of Project Area 3 of the Southtowne Plaza Tax Increment Financing Redevelopment Plan is requesting a Fourth Amendment to the Redevelopment Plan.

**BACKGROUND:**

The Southtowne Plaza TIF is comprised of three Project Areas. Menards is the developer for Project Area’s 1 & 2 and Herman Enterprises, L.L.C. is the developer for Project Area 3. This agenda item is only regarding Project Area 3 and Herman Enterprises L.L.C.

Project Area 3 includes two pad sites. The first pad site, building one, is fully constructed and is Aspen Dental. The second pad site is for building number two and is the only remaining development site in Project Area 3.

Per the Redevelopment Plan, building number two will be 4,000 square feet up to approximately 6,000 square feet and will be no less than 4,000 square feet or shall have projected sales of \$1.5 million and generate retail sales and/or use taxes.

The Redevelopment Schedule states a construction completion date for the second building of May 31, 2021. A Fourth Amended Agreement would extend the completion date to May 31, 2023.

**STAFF RECOMMENDATION:**

Due to the nationwide supply chain disruption and historically high construction material prices, staff recommends approval of the Ordinance authorizing the Fourth Amendment to the Tax Increment Financing Contract for the implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance and Fourth Amendment to Tax Increment Financing Contract  
Southtowne Plaza TIF Project Areas

**Exhibit A to Ordinance No. 2021-\_\_\_\_\_**

**FOURTH AMENDMENT TO  
TAX INCREMENT FINANCING CONTRACT**

See following pages

**FOURTH AMENDMENT TO TAX  
INCREMENT FINANCING CONTRACT**

**BETWEEN THE**

**CITY OF BELTON, MISSOURI**

**AND**

**HERMAN ENTERPRISES, L.L.C.**

**FOR IMPLEMENTATION OF**

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

**FOURTH AMENDMENT TO  
TAX INCREMENT FINANCING CONTRACT**

THIS FOURTH AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (this “Fourth Amendment”), entered into on \_\_\_\_\_, 2021, by and between the CITY OF BELTON, MISSOURI, a municipal corporation (“City”) and HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company (the “Developer,” successor and assignee of development rights granted to Southtowne Associates, L.L.C. (“Southtowne”)), amends that certain Tax Increment Financing Contract (“Redevelopment Contract”), as subsequently amended (as described below).

RECITALS

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

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

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

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

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

**WHEREAS**, Herman has requested a change to the development project to be undertaken for Redevelopment Project 3 in the Plan as set out in this Fourth Amended Agreement; and

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

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

**1. Revision of Exhibit D of the Herman Tax Increment Financing Contract, as amended.** **Exhibit D** of the Herman Tax Increment Financing Contract (to also now be known as the Fourth Amended Agreement) is hereby deleted in its entirety and replaced with the **Exhibit D** attached to this Fourth Amended Agreement. If a Certificate of Completion and Compliance is not issued with respect to the first building within Redevelopment Project 3 by May 31, 2020, and with respect to the second building within Redevelopment Project 3 by May 31, 2023 (the “Outside Completion Date”), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the Plan Redevelopment Area. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and provisions of **Section 36**.

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

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

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

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

**CITY:**

CITY OF BELTON, MISSOURI, a municipal corporation

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

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

By: \_\_\_\_\_  
Print Name: Harold Herman  
Title: Member



STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF CASS         )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared Norman K. Larkey, Sr., to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

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

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF JACKSON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Herman Enterprises, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

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

My Commission Expires:

\_\_\_\_\_

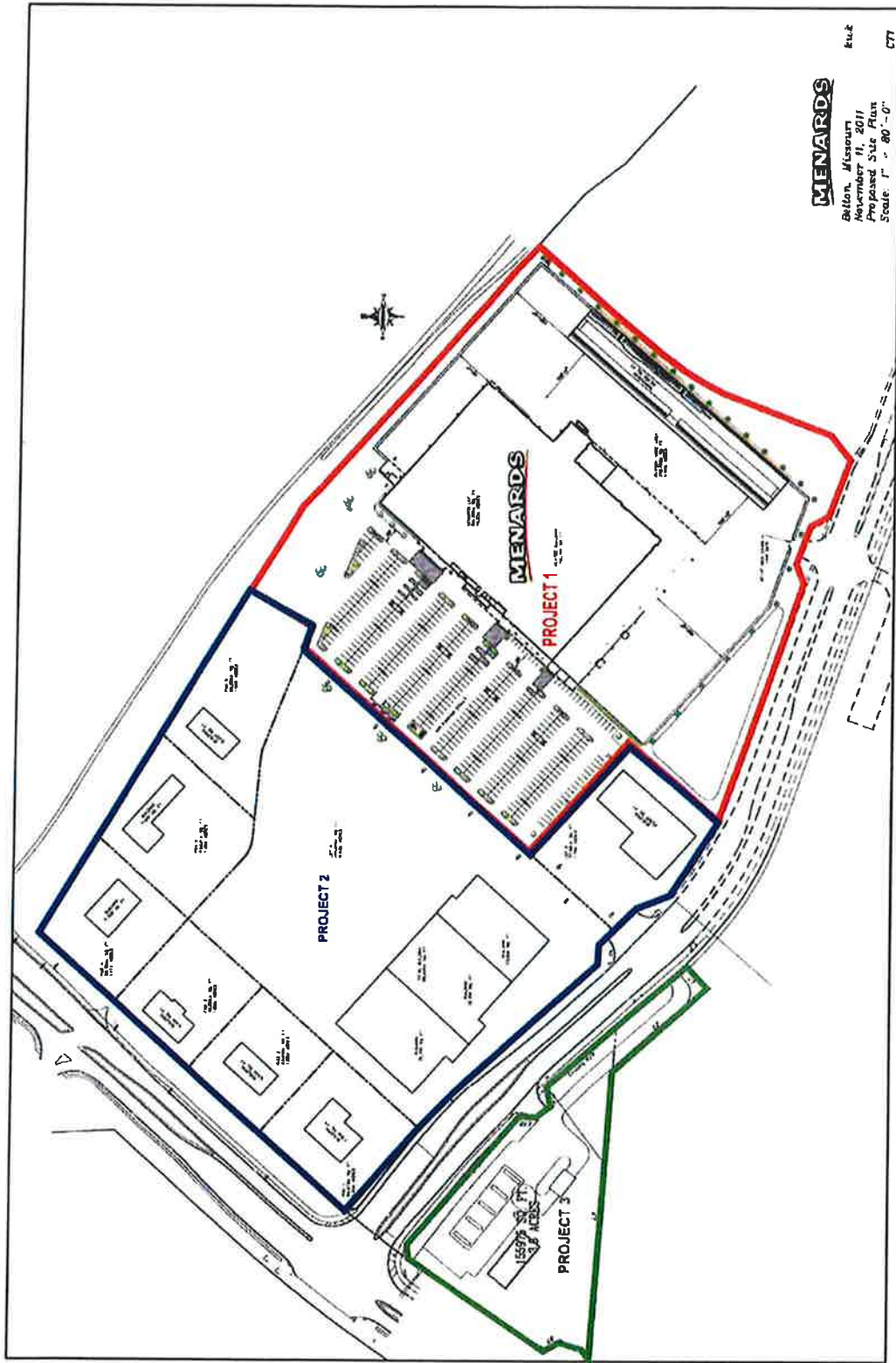
## **EXHIBIT D**

### **PHASE 3 PRIVATE PROJECT IMPROVEMENTS**

Construction of two buildings, with one building totaling approximately 3,500 square feet to accommodate an Aspen Dental business. As part of the construction of the first building, the entire pad site will be graded so that the second building will be ready for construction and infrastructure for utilities and parking will be installed for both buildings. This work has been completed.

If the second building is a multi-tenant building it shall total between approximately 4,000 square feet up to approximately 6,000 square feet. If the second building is a single-tenant building, such as a freestanding restaurant, it shall be of such square footage as is required to accommodate that specific tenant's then prototypical building, but not less than 4,000 square feet or shall have projected sales of at least \$1,500,000. In any event, the second building shall accommodate retail businesses as included on Exhibit I, as amended, and shall include only tenants that operate a business generating retail sales and/or use taxes.

The first building for Aspen Dental has been constructed and developed substantially as shown in the site plan and other requirements of the City. The second building shall be constructed and developed in such manner as shall be reasonably acceptable to the City and in accordance with the normal planning and development approval procedures of the City.



**MENARDS**

Belton, Missouri  
 Project # 11  
 Preliminary Site Plan  
 Scale: 1" = 80'-0"  
 EUC  
 C77



# **SECTION IX**

## **D**

**BILL NO. 2021-31**

**ORDINANCE NO.**

**AN ORDINANCE REPEALING ORDINANCE NO. 2020-4561 AND TERMINATING THE DECLARATION OF LOCAL EMERGENCY IN THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, on March 17, 2020, the Mayor issued a certain Proclamation Declaring a Local Emergency and corresponding Order that, in part, declared a state of emergency in the City of Belton, Missouri, and ordered residents and businesses to take certain actions to mitigate the spread of COVID-19; and

**WHEREAS**, on March 18, 2020, the City Council adopted Ordinance No. 2020-4561, pursuant to Section 2-1040 of the Code of Ordinances, City of Belton, Missouri, approving and ratifying the actions of the Mayor and authorized certain officials of the City to take necessary actions to protect the life, health, and safety of Belton residents; and

**WHEREAS**, following the increased dissemination of vaccines to prevent the spread of COVID-19, the associated actions by the Center for Disease Control (CDC), and other actions taken by the residents of the City of Belton to mitigate the spread of COVID-19, the need for a declaration of local emergency has concluded; and

**WHEREAS**, the City Council desires to repeal Ordinance No. 2020-4561 and terminate the declaration of local emergency in the City of Belton, Missouri.

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

**Section 1.** The City Council hereby repeals Ordinance No. 2020-4561 in its entirety and terminates the declaration of a local emergency in the City of Belton, Missouri.

**Section 2.** This Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: May 25, 2021

READ FOR THE SECOND TIME AND PASSED:

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Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Norman K. Larkey, Sr.

