



**Agenda of the Belton City Council  
Work Session & Regular Meeting  
April 9, 2019 – 6:00 p.m.  
City Hall Annex  
520 Main Street, Belton, Missouri**

**2018-2019 CITY COUNCIL**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Code Enforcement: 107 King Avenue
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman Trutzel
- VI. ROLL CALL
- VII. CONSENT AGENDA

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

- A. **Motion approving the minutes of the March 26, 2019, City Council Work Session and Regular Meeting.**

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- VIII. PERSONAL APPEARANCES
- IX. ORDINANCES

- A. Motion approving both readings of Bill No. 2019-19  
**An ordinance declaring the results of the annual election of municipal officers of the City of Belton, Missouri.**

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- B. Motion approving both readings of Bill No. 2019-20  
**An ordinance declaring the results of the election for road improvements held in the City of Belton, Missouri on April 2, 2019.**

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- C. Motion approving both readings of Bill No. 2019-21  
**An ordinance declaring the results of the election for storm water improvements held in the City of Belton, Missouri on April 2, 2019.**

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**Presentation of a plaque to Councilman Tom MacPherson for dedicated service as Ward 1 Councilman from November 2018-April 2019.**

**Recess for a reception for incoming Councilmembers, their families, friends, and all present.**

### **2019-2020 CITY COUNCIL**

- I. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS
- II. ROLL CALL
- III. 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 purchase of 87 licenses for Microsoft Office 365 from Microsoft in the amount of \$14,892.00**

This purchase is within budget.

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- B. **Motion approving the purchase of two 2019 Jeep Compass vehicles for the Planning and Building Department.**

This purchase is within budget.

One vehicle will replace vehicle #50, which has in excess of 95,000 miles. This vehicle is using oil at an excessive rate to the point the smell of burning oil is constant throughout the interior of the vehicle. Unable to start the vehicle as of 3/1/19. Unknown cause.

The second will replace vehicle #51, which has in excess of 200,000 estimated miles (odometer inoperable for over three years). In addition, corrosion has considerably weakened the passenger floor to the point of failure.

Neither of these vehicles are recommended to leave the city limits.

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C. Motion approving Resolution R2019-31

**A resolution approving a lease agreement with Canon Solutions America, Inc. for a Canon 5540 copier for the City Hall Annex.**

This purchase is within budget.

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D. Motion approving Resolution R2019-32

**A resolution of the City of Belton, Missouri authorizing and approving the On-Call Water, Wastewater, and Storm water Service Agreement between the City of Belton and Breit Construction, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.**

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E. Motion approving Resolution R2019-33

**A resolution of the City of Belton, Missouri authorizing and approving the On-Call Water, Wastewater, and Storm water Service Agreement between the City of Belton and the Janik Group, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.**

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F. Motion approving Resolution R2019-34

**A resolution approving Task Agreement 2019-01 with Olsson to design storm improvements for the Cambridge Road Storm water Culvert located approximately 1,470 feet west of Peculiar Drive in the amount of \$22,258.00.**

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IV. PERSONAL APPEARANCES

V. ORDINANCES

A. Motion approving both readings of Bill No. 2019-22

**An ordinance amending Chapter 1 of the Code of Ordinances, of the City of Belton, Missouri to enact provisions relating to self-preemption and enforcement of the City Code.**

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B. Motion approving both reading of Bill No. 2019-23

**An ordinance determining and declaring the necessity of acquiring for public use temporary construction easements, permanent utility easements, permanent drainage easements, and right-of-way acquisition for the construction and maintenance of the Bel-Ray Connector Trail Project located in the City of Belton, Cass County, Missouri; authorizing the city and its designees to negotiate for the purpose of acquiring the easements and property acquisition by contract or condemnation; and authorizing the City Attorney and his/her designees to institute condemnation proceedings if such interests in land that cannot be acquired by purchase through good faith negotiations.**

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VI. RESOLUTIONS

VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR'S COMMUNICATIONS

A. Motion appointing Lorrie Peek as Mayor Pro Tem  
Election of Mayor Pro Tempore (Charter Section 3.4)

B. Motion appointing Stephanie Davidson as Park Board Liaison.

C. Motion appointing Chet Trutzel as Planning Commission Liaison.

IX. CITY MANAGER'S REPORT

April & May 2019 meetings

04/23 work session & regular meeting – 6:00 p.m.

05/14 work session & regular meeting – 6:00 p.m.

05/28 work session & regular meeting – 6:00 p.m.

X. OTHER BUSINESS

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



# **SECTION VII**

## **A**

**Minutes of the Belton City Council  
Work Session & Regular Meeting  
March 26, 2019  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:00 p.m.

Marty Shukert with RDG Planning & Design presented the housing study.

The Belton High School Service Leadership Class was awarded TRACTION team of the Year. This class initiative was to pass a law to help save drivers lives by wearing seat belts. The City Council congratulated them.

Mayor Davis called for a short recess at 7:03 p.m. The work session resumed at 7:13 p.m.

Celia Duran, Public Works Director, gave an update on Stantec and the street data collection.

Being no further business, Mayor Davis adjourned the work session at 7:53 p.m. and called the regular meeting to order.

Councilwoman Davidson led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Ryan Finn, Gary Lathrop, Stephanie Davidson, Tom MacPherson, and Dean VanWinkle

Councilmembers absent: Lorrie Peek

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

**CONSENT AGENDA**

Councilman Lathrop moved to approve the consent agenda consisting of a motion:

- approving the minutes of the March 12, 2019, City Council Work Session and Regular Meeting.
- approving Resolution R2019-25: **A resolution reappointing David Cosentino, Denise Armentrout, and Robert Vigliaturo to the Board of Directors of the Y Highway Market Place Community Improvement District.**
- approving Resolution R2019-26: **A resolution authorizing and approving the City of Belton, Missouri through its Fire Department to renew a Professional Services Agreement for Medical Director Services with Dr. Erik J. Stamper, D.O.**
- approving an amendment to an existing agreement between the Belton Fire Department and Image Trend Software, a fire records management software firm, to upgrade the existing software.
- approving a three year renewal to an existing maintenance agreement with Physio Control, Inc. to continue servicing defibrillators for the Belton Fire Department.

- approving Resolution R2019-28: **A resolution appointing members of the Public Safety Sales Tax Oversight Committee.**

Councilman VanWinkle seconded. All present voted in favor. Councilwoman Peek absent. Consent agenda approved.

## **PERSONAL APPEARANCES**

Richard Smith with Downtown Belton Main Street, Inc, 408 Main Street, requested to close the road from Herschel Street to Chestnut Street for 2019 Cruisin' Main Street Car Cruises on April 27, May 25, June 22, July 27, August 24, September 28, October 26, 2019 beginning at 3:00 p.m.; and October 6, 2019 from 11:00 a.m. – 4:00 p.m., for a car show. Councilwoman Davidson brought up June 22 – there's a Main Street Theater play that night. Mr. Smith said he'd work with the theater on this. Councilman Trutzel moved to approve the road closure on the above dates, seconded by Councilman VanWinkle. All present voted in favor. Councilwoman Peek absent. Motion passed.

## **ORDINANCES**

**Andrea Cunningham, City Clerk, read Bill No. 2019-15: An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2019 Adopted City Budget.**

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

Ayes: 8 MacPherson, Lathrop, Savage, Finn, Mayor Davis, Davidson, Trutzel, VanWinkle

Noes: 0

Absent: 1 Peek

Bill No. 2019-15 was declared passed and in full force and effect as **Ordinance No. 2019-4502**, subject to Mayoral veto.

**Ms. Cunningham read Bill No. 2019-16: An ordinance amending Chapter 6 – Business Licenses and Regulations, Article XV – Tobacco Product Sales; and Appendix A – Schedule of Fees and Charges, of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek absent. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman VanWinkle seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Peek absent. Motion passed. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 8 Davidson, MacPherson, Savage, Finn, Lathrop, Mayor Davis, Trutzel, VanWinkle

Noes: 0

Absent: 1 Peek

Bill No. 2019-16 was declared passed and in full force and effect as **Ordinance No. 2019-4503**, subject to Mayoral veto.

**Ms. Cunningham read Bill No. 2019-17: An ordinance approving the Smoky Hill Subdivision and authorizing the Mayor and Clerk to sign the plat for recording with the Cass County Records Office, creating the Smoky Hill Subdivision at 611 Main Street in the City of Belton, Cass County, Missouri.**

Presented by Councilman Trutzel, seconded by Councilman VanWinkle. Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Peek absent. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Savage. Vote on the final reading was recorded:

Ayes: 8 Trutzel, MacPherson, Lathrop, Finn, Davidson, Mayor Davis, Savage, VanWinkle

Noes: 0

Absent: 1 Peek

Bill No. 2019-17 was declared passed and in full force and effect as **Ordinance No. 2019-4504**, subject to Mayoral veto.

**Ms. Cunningham read Bill No. 2019-18: An ordinance approving the formalization of the MOU (Memorandum of Understanding) between the Belton School District and the City of Belton effective April 1, 2019.**

Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Peek absent. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman MacPherson. Vote on the final reading was recorded:

Ayes: 8 Trutzel, Finn, MacPherson, Lathrop, Davidson, Mayor Davis, Savage, VanWinkle

Noes: 0

Absent: 1 Peek

Bill No. 2019-18 was declared passed and in full force and effect as **Ordinance No. 2019-4505**, subject to Mayoral veto.

## **RESOLUTIONS**

**Ms. Cunningham read Resolution R2019-29: A resolution of the City of Belton, Missouri authorizing and approving an Agreement with Kissick Construction Company, Inc. for the Markey Parkway Sanitary Sewer Stream Bank Stabilization Project in the amount of \$160,579.00.**

Presented by Councilman Trutzel, seconded by Councilman Savage. Vote on the resolution was recorded with all present voting in favor. Councilwoman Peek absent. Resolution passed.

**Ms. Cunningham read Resolution R2019-30: A resolution approving Task Agreement 2019-1 with Olsson to perform additional site investigation and groundwater sampling associated with the former underground storage tank (UST) at Street Barn Lane in the amount of \$21,930.00.**

Presented by Councilman VanWinkle, seconded by Councilman Trutzel. Vote on the resolution was recorded with all present voting in favor. Councilwoman Peek absent. Resolution passed.

## **CITY COUNCIL LIAISON REPORTS**

Councilwoman Davidson gave a Park report

- KCXW April Slam on April 13
- Princess Party on June 1
- High Blue Wellness Center has t-shirts for sale \$12
- Big Bounce America is coming to Wallace Park on May 17-19

## **MAYOR'S COMMUNICATIONS**

There was a large crowd at the St. Patrick's Day parade.

Remember to vote April 2.

## **CITY MANAGER'S REPORT**

- Our water department is doing weekly water tests. All of our samples have come back good. KCMO said their samples have come back good.
- Thursday 3/28/19 at 6:00 p.m. in the Council Chambers will be a public forum meeting to discuss Proposition R & S on the ballot next week.
- The railroad crossings will be fixed at Markey Road on April 1.
- March 30 is Adopt-A-Stream and Clean Up Day
- Household Hazardous Waste event – Belton/Raymore on September 7. But Belton residents can attend any event.
- Belton's bulky pick-up days are April 5 for Monday trash customers and April 19 for Tuesday trash customers
- Economic Development – Raising Cane's Chicken Fingers' plans are going to the Planning Commission on Monday
- Police – April 4 at 7 p.m. at the high school is DARE graduation

### April & May 2019 meetings

04/09 work session & regular meeting – 6:00 p.m.

04/23 work session & regular meeting – 6:00 p.m.

05/14 work session & regular meeting – 6:00 p.m.

05/28 work session & regular meeting – 6:00 p.m.

## **OTHER BUSINESS**

Councilman MacPherson asked for a police and fire hiring update. Fire Chief Norman Larkey reported the fire positions are filled. Police Chief Person reported they are still hiring for the police positions.

Being no further business, Councilman Lathrop moved to adjourn at 8:23 p.m. Councilman Trutzel seconded. All present voted in favor. Councilwoman Peek absent. Meeting adjourned.

# **SECTION IX**

## **A**



**AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the election of municipal officers was held on Tuesday, April 2, 2019; and

**WHEREAS**, the County Clerk has certified the election results and those results are attached as **Exhibit A**.

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

**Section 1.** It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 2, 2019, in conformity with the laws of the State of Missouri, as follows:

1. For the office of Councilman, Ward 1:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Tom MacPherson</b>	<b>114</b>
<b>RJ Warren</b>	<b>30</b>
<b>David A. Clark</b>	<b>185</b>

The City Council does find that David A. Clark is the candidate for the office of Councilman, Ward 1, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

2. For the office of Councilman, Ward 2:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Chet Trutzel</b>	<b>184</b>
<b>Jason Stephens</b>	<b>145</b>

The City Council does find that Chet Trutzel is the candidate for the office of Councilman, Ward 2, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

3. For the office of Councilman, Ward 3:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Lorrie Peek</b>	<b>234</b>

The City Council does find that Lorrie Peek is the candidate for the office of Councilman, Ward 3, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

4. For the office of Councilman, Ward 4:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Tim Savage</b>	<b>192</b>

The City Council does find that Tim Savage is the candidate for the office of Councilman, Ward 4, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

**Section 2. SEVERANCE CLAUSE:** The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

**Section 3. REPEAL OF CONFLICTING ORDINANCES:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4. EFFECTIVE DATE:** This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: April 9, 2019

READ FOR THE SECOND TIME AND PASSED: April 9, 2019

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Mayor Jeff Davis

Approved this 9<sup>th</sup> day of April, 2019.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9<sup>th</sup> day of April, 2019, and thereafter adopted as Ordinance No. 2019-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 9<sup>th</sup> day of April, 2019, 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

Election Summary Report  
GENERAL MUNICIPAL ELECTION  
CASS COUNTY, MISSOURI  
TUESDAY, APRIL 2, 2019  
ELECTION RESULTS  
UNOFFICIAL RESULTS

Date: 4/2/2019  
Time: 8:56:02 PM CDT  
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Registered Voters 75,428 - Total Ballots 6,606 : 8.76%

41 of 41 Precincts Reporting 100.00%

**BALDWIN PARK BOARD OF TRUSTEE**

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 5		
Total Votes	142	

DANIEL DAVIDSON	19	13.38%
MAX HARP	25	17.61%
JANIS E GASTON	27	19.01%
KIMBERLY HOOK	27	19.01%
DUSTY HANCOCK	10	7.04%
WRITE-IN	34	23.94%

**BELTON WARD 1**

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	334	

TOM MacPHERSON	114	34.13%
RJ WARREN	30	8.98%
DAVID A. CLARK	185	55.39%
WRITE-IN	5	1.50%

**BELTON WARD 2**

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	329	

CHET TRUTZEL	184	55.93%
JASON STEPHENS	145	44.07%
WRITE-IN	0	0%

**BELTON WARD 3**

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	238	

LORRIE PEEK	234	98.32%
WRITE-IN	4	1.68%

**BELTON WARD 4**

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	199	

TIM SAVAGE	192	96.48%
WRITE-IN	7	3.52%

**BELTON PROP R**

Number of Precincts	9	
Precincts Reporting	9	100.00%
Total Votes	1,237	

YES	831	67.18%
NO	406	32.82%

**BELTON PROP S**

Number of Precincts	9	
Precincts Reporting	9	100.00%
Total Votes	1,240	

YES	777	62.66%
NO	463	37.34%

# **SECTION IX**

## **B**

**AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION FOR ROAD IMPROVEMENTS HELD IN THE CITY OF BELTON, MISSOURI ON APRIL 2, 2019.**

**WHEREAS**, the County Clerk has certified the election results and those results are attached as **Exhibit A**.

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

**Section 1.** It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the general municipal election held April 2, 2019, in conformity with the laws of the State of Missouri, as follows:

**PROPOSITION R**

**Shall the City of Belton, Missouri, issue its general obligation bonds in the amount of \$13,750,000 to construct, reconstruct, extend and improve the streets and roads of the City, and to acquire any rights-of-way?**

**VOTES IN FAVOR**

**VOTES OPPOSED**

**831**

**406**

The City Council does find that there were more votes in favor of issuing general obligation bonds in the amount of \$13,750,000 than votes opposed. Therefore, general obligation bonds in the amount of \$13,750,000 will be issued.

**Section 2. SEVERANCE CLAUSE:** The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

**Section 3. REPEAL OF CONFLICTING ORDINANCES:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4. EFFECTIVE DATE:** This ordinance shall be in full force and effect from and after its passage and approval.

**READ FOR THE FIRST TIME:** April 9, 2019

**READ FOR THE SECOND TIME AND PASSED:** April 9, 2019



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

Approved this 9<sup>th</sup> day of April, 2019.

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri  
STATE OF MISSOURI     )  
CITY OF BELTON         ) SS  
COUNTY OF CASS        )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9<sup>th</sup> day of April, 2019, and thereafter adopted as Ordinance No. 2019-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 9<sup>th</sup> day of April, 2019, 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

# **SECTION IX**

## **C**

**AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION FOR STORM WATER IMPROVEMENTS HELD IN THE CITY OF BELTON, MISSOURI ON APRIL 2, 2019.**

**WHEREAS**, the County Clerk has certified the election results and those results are attached as **Exhibit A**.

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

**Section 1.** It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the general municipal election held April 2, 2019, in conformity with the laws of the State of Missouri, as follows:

**PROPOSITION S**

**Shall the City of Belton, Missouri, issue its general obligation bonds in the amount of \$14,250,000 to construct, reconstruct, extend and improve the City's storm sewer system, and to acquire any rights-of-way?**

**VOTES IN FAVOR**

**VOTES OPPOSED**

**777**

**463**

The City Council does find that there were more votes in favor of issuing general obligation bonds in the amount of \$14,250,000 than votes opposed. Therefore, general obligation bonds in the amount of \$14,250,000 will be issued.

**Section 2.** It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the general municipal election held April 2, 2019, in conformity with the laws of the State of Missouri, as follows:

**Section 3. SEVERANCE CLAUSE:** The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

**Section 4. REPEAL OF CONFLICTING ORDINANCES:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 5. EFFECTIVE DATE:** This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: April 9, 2019

READ FOR THE SECOND TIME AND PASSED: April 9, 2019

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

Approved this 9<sup>th</sup> day of April, 2019.

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri  
STATE OF MISSOURI     )  
CITY OF BELTON         ) SS  
COUNTY OF CASS        )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9<sup>th</sup> day of April, 2019, and thereafter adopted as Ordinance No. 2019-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 9<sup>th</sup> day of April, 2019, 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

# **SECTION III**

## **A**

NAME	Office & Email	Email Only	Office Only	DEPARTMENT	ANNUAL COST	DEPARTMENT TOTAL
	(G3)	(BE)				
Alexa Barton	\$ 240.00	\$ 60.00	\$ 99.00	Admin	\$ 240.00	
Andrea Cunningham	1			Admin	\$ 240.00	
Donna Greener	1			Admin	\$ 240.00	
Jeff Davis	1			Admin	\$ 240.00	
Madison Smith	1			Admin	\$ 240.00	
Megan Wasek	1			Admin	\$ 240.00	\$ 1,440.00
City Attorney	1			City Attorney	\$ 240.00	\$ 240.00
Shelly Brooks	1			Senior Center	\$ 240.00	\$ 240.00
Council Chambers Laptop			1	Legislative	\$ 99.00	
Chet Trutzel	1			Legislative	\$ 240.00	
Dean Vanwinkle	1			Legislative	\$ 240.00	
gary lathrop	1			Legislative	\$ 240.00	
Council Chambers Laptop			1	Legislative	\$ 99.00	
Lorrie Peek	1			Legislative	\$ 240.00	
Stephanie Davidson	1			Legislative	\$ 240.00	
Tom MacPherson	1			Legislative	\$ 240.00	\$ 1,638.00
Benjamin Pedersen	1			Finance	\$ 240.00	
Cheryl Finch	1			Finance	\$ 240.00	
Cynthia Finn	1			Finance	\$ 240.00	
Sheila Ernzen	1			Finance	\$ 240.00	
Stephanie Jones	1			Finance	\$ 240.00	\$ 1,200.00
Jay Kennedy	1			Golf	\$ 240.00	\$ 240.00
Andrew Collins	1			IT Department	\$ 240.00	
Jordan Hoffman	1			IT Department	\$ 240.00	
IT Department	3			IT Department	\$ 720.00	\$ 1,200.00
Klayton Turnbow	1			Street	\$ 240.00	
Dane Huffman	1			Street	\$ 240.00	
Gary Smith	1			Street	\$ 240.00	
Monte Johnson	1			Street	\$ 240.00	
Street Staff			1	Street	\$ 99.00	
Ben Yoder		1		Street	\$ 60.00	
Blake Nichols		1		Street	\$ 60.00	
Cale Francis		1		Street	\$ 60.00	
Gale Lawson		1		Street	\$ 60.00	
Gary Dupus		1		Street	\$ 60.00	
Transportation New Hires		5		Street	\$ 300.00	
Roger Lady		1		Street	\$ 60.00	\$ 1,719.00
Matthew Butterfield		1		Finance	\$ 60.00	
Rhonda Cardenas	1			Finance	\$ 240.00	
Janatha Steen	1			Finance	\$ 240.00	
Stacy Higgins	1			Finance	\$ 240.00	
Tyler Hanes	1			Finance	\$ 240.00	\$ 1,020.00



Rex Olinger		1	1	Wastewater	\$ 159.00	
Tom Tucci		1	1	Wastewater	\$ 159.00	
Ed Carpenter		1	1	Wastewater	\$ 159.00	
Randy Braun		1	1	Wastewater	\$ 159.00	\$ 636.00
Ashley Scherer	1			Community Developm	\$ 240.00	
Dave Clements	1			Community Developm	\$ 240.00	\$ 480.00
Carolyn Yatsook	1			Economic developme	\$ 240.00	
EconDev Laptop	1			Economic developme	\$ 240.00	\$ 480.00
Demetrius Ramirez	1			Inspections	\$ 240.00	
Greg Clayton	1			Inspections	\$ 240.00	
Jeremiah Todd	1			Inspections	\$ 240.00	
Jim Brown	1			Inspections	\$ 240.00	\$ 960.00
Celia Duran	1			Public Works	\$ 240.00	
Charlotte Berry	1			Public Works	\$ 240.00	
Klayton's Old Position	1			Public Works	\$ 240.00	
Michael Christopher	1			Public Works	\$ 240.00	
Mikia Freiburger	1			Public Works	\$ 240.00	
Ron Raines	1			Public Works	\$ 240.00	
Ryan Vaughan	1			Public Works	\$ 240.00	\$ 1,680.00
Don Tyler	1			Water	\$ 240.00	
Joe Don Harrell	1			Water	\$ 240.00	
Linda Beard	1			Water	\$ 240.00	
Shane Smith	1			water	\$ 240.00	
Water Staff pc			1	water	\$ 99.00	
Aaron Jackson		1		water	\$ 60.00	
Joe Kormanec		1		water	\$ 60.00	
John Walsh		1		water	\$ 60.00	
Justin Hanes		1		water	\$ 60.00	
Kenny Clabough		1		water	\$ 60.00	
Lucas Gibson		1		water	\$ 60.00	
Mason Pritchett		1		water	\$ 60.00	
Matthew Jackson		1		water	\$ 60.00	
Michael Willson		1		water	\$ 60.00	
Shawn Hobson		1		water	\$ 60.00	
Christian Ferrel		1		water	\$ 60.00	\$ 1,719.00
<b>TOTAL</b>		<b>52</b>	<b>27</b>	<b>8</b>		

Annual Cost                   \$ 12,480.00   \$ 1,620.00   \$ 792.00                                   \$ 14,892.00

# **SECTION III**

## **B**



# CITY OF BELTON

## CITY COUNCIL INFORMATION FORM

**Agenda Date:** April 9, 2019

**Division/Department:** Planning and Building

**Council** ☒ Regular Meeting ☐ Work Session ☐ Special Session

### Approvals

☒ City Manager ☐ Department Director ☐ Attorney ☐ Finance Director ☐ Engineer

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

### Issue/Recommendation

The purchase of two 2019 Jeep Compass vehicles for the Planning and Building Department to replace vehicle #50 and vehicle #51. This is an approved line item in Capital Outlay/Vehicles budget for FY2020.

The replacement of vehicle #50, which has in excess of 95,000 miles. This vehicle is using oil at an excessive rate to the point the smell of burning oil is constant throughout the interior of the vehicle. Unable to start the vehicle as of 3/1/19. Unknown cause.

The replacement of vehicle # 51, which has in excess of 200,000 estimated miles (odometer inoperable for over three years). In addition, corrosion has considerably weakened the passenger floor to the point of failure.

Neither one of these vehicles are recommended to leave the city limits.

### Proposed City Council Motion

A motion approving the purchase of two replacement vehicles for the inspection/code enforcement divisions of the Planning and Building Department.

### Background

The replacement of these vehicles is of paramount importance with this department's responsibility to perform inspections, code enforcement investigations and to ensure an efficient and timely inspection/investigation process. The price for the vehicles is based upon the 2019 Mid America Council of Public Procurement (MACPP) metro wide bid. It should be noted the price reflected is lower than the comparable 2019 Statewide Contract Bid.

### Impact/Analysis

#### FINANCIAL IMPACT

Replacement Vehicle: FY 2019	
Amount of Request/Contract:	\$ 40,828
Amount Budgeted:	\$ 42,000 budgeted for FY 2019. For replacement of 2 vehicles
Funding Source:	2019 Budget- Line Item# 010-4400-4097500
Additional Funds:	\$
Encumbered:	\$
Funds Remaining:	\$ 1172 (savings)

**Staff Recommendation, Action, and Date**

Staff proposes the City Council consider approving the replacement of 2 vehicles for the Planning and Building Department at the April 9, 2019 meeting.

**List of reference documents attached**

Bid Tabulations Summary

Cost Comparison

MACPP Bid Summary

Statewide Bid Summary



**City of Belton**

**Vehicle Pricing Tabulation Sheet – 2019 Model year**

**Prices based upon comparable vehicles with the same specifications:**

<b>Landmark Dodge- Belton</b>	<b>Missouri Statewide Contract - Capital Chrysler Jeep Dodge- Jefferson City</b>	<b>Shawnee Mission Ford- Shawnee</b>	<b>Olathe Ford- Olathe</b>
<b>Jeep Compass</b>	<b>Jeep Compass</b>	<b>Ford Escape</b>	<b>Ford Escape</b>
<b>\$20,414</b>	<b>\$20,830</b>	<b>\$21,908</b>	<b>\$22,458</b>

Standard Features - MPJL74-COMPASS SPORT 4X4	
Code	Description
JKV	115V Auxiliary Power Outlet
JKP	12V Auxiliary Power Outlet in IP
NF6	13.5 Gallon Fuel Tank
BAB	160 Amp Alternator
JCC	160 MPH Primary Speedometer
WDJ	16X6.5 Styled Black Steel Wheels
LBA	2 Ft O/Head Incandescent Map Lamps
ED6	2.4L I4 MultiAir Engine
TM9	215/35R16 BSW All Season Tires
DMJ	3.833 Final Drive Ratio
CSR	4 Passenger Assist Handles
MVD	4X4 Badge
NAS	50 State Emissions
RCG	6 Speakers
RFJ	7.0" Touch Screen Display
CG3	Advanced Multistage Front Air Bags
HAF	Air Cond ATC w/Dual Zone Control
BNP	All Speed Traction Control
BRF	Anti-Lock 4-Wheel-Disc Brakes
RFP	Apple CarPlay
JJM	Auxiliary 12-Volt Rear Power Outlet
SDE	AWD Suspension
BCS	Battery Run Down Protection
MMR	Black Day Light Opening Moldings
MNA	Black Door Handles
MYV	Black Grille w/Chrome Rings
RSL	Bluetooth Streaming Audio
MCD	Body Color/Accent Fascias
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
LDB	Cargo Compartment Lamp
CKT	Cargo Tie Down Loops
X8S	Center Console Parts Module
CG6	Center Rear 3-Point Seat Belt
CGU	Child Seat Anchor System-LATCH Ready
*A7	Cloth Low-Back Bucket Seats
JAY	Cluster 3.5" B&W Driver Info Display
XCT	Coat Hooks
MST	Compass Badge
CM6	Console w/Sliding Armrest Fore/Aft
LMX	Daytime Running Lamp System
CSW	Driver Assist Handle
CDH	Driver Height Adjuster Seat



Standard Features - MPJL74-COMPASS SPORT 4X4	
Code	Description
CGY	Drvr Inflatable Knee-Eolster Air Bag
JJB	Dual Note Electric Horns
XC4	Electric Park Brake
SBL	Electric Power Steering
BNS	Electronic Roll Mitigation
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
NHJ	Exterior Mirrors w/Heating Element
CLE	Front & Rear Floor Mats
LCK	Front Dome Lamp
CGD	Front Height Adjust Shoulder Belts
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
CDP	Front Seat Active Headrests
CSM	Front Seat Back Map Pockets
CDW	Frt Pass Fold Forward Seat
CUF	Full Length Floor Console
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
XSV	Gunmetal/Black Interior Accents
Z1B	GVW Rating - 4600#
LME	Halogen Quad Headlamps
LHD	Headlamp Off Time Delay
X8Y	Headliner Parts Module
BNG	Hill Start Assist
XXT	Humidity Sensor
LAC	Illuminated Entry
LA6	Incandescent Taillamps
RTF	Integrated Center Stack Radio
XR8	Integrated Voice Command w/Bluetooth
MVC	Jeep Badge
GXW	Keyless Entry w/Immobilizer
MRB	Lower Bodyside Cladding
JP8	Manual Driver 6-way/Pass 6-Way Seat
GTC	Manual Folding Mirrors
LCD	Map/Dome Reading Lamps
RSF	Media Hub (USB, Aux)
LE4	MIC Exterior Mirrors
APA	Monotone Paint
CGN	Motorized Pretensioning Seatbelts
LAH	Outside Temp Display
CUN	Overhead Console

Standard Features - MPJL74-COMPASS SPORT 4X4

Code	Description
LHF	Panic Alarm
XAC	ParkView Rear Back-up Camera
LER	Power Adjust Mirrors
JMB	Premium Air Filter
XJ7	Push-Push Fuel Filler Door
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
BHC	Rain Brake Support
CFN	Rear 60/40 Folding Seat
CK6	Rear Cargo Underfloor Tray
GXT	Rear Door Child Protection Locks
MTA	Rear Fascia Skid Plate Applique
XGR	Rear Seat Heat Ducts
GNA	Rear View Day/Night Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Nasher
GXP	Remote Keyless Entry
RDB	Removable Short Mast Antenna
MXU	Roof - Body Color
CSN	Rr Seat Armrest w/Cupholder
RSX	Second Row USB Type A
XAB	Selec-Terrain (TM) System
CVZ	Silver Shift Knob
GNU	Sliding Sun Visors w/Mirrors
GAM	Solar Control Glass
NHM	Speed Control
JPH	Speed Sensitive Power Locks
MVJ	Sport Badge
SCA	Steering Wheel
RDZ	Steering Wheel Mounted Audio Ctrls
CJ2	Supp. Side Curtain Frt/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
JFH	Tachometer
CSH	Three Rear Seat Head Restraints
SUD	Tilt/Telescope Steering Column
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
XFP	Tire Service Kit
UAG	Uconnect 4 with 7" Display
RF7	USB Host Fltp
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

# **SECTION III**

## **C**

**R2019-31**

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON 5540 COPIER FOR THE CITY HALL ANNEX.**

**WHEREAS**, the current color copier located in the City Hall Annex is over 8 years old and is out of warranty; and

**WHEREAS**, Code Section 2-927 of 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 through the competitive bid pricing for lease of a Canon imageRUNNER ADVANCE C5540i III copier, for the City Hall Annex that meets high service demands and provides for complete maintenance services.

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

**SECTION 1.** That the City Manager is hereby authorized to sign the Agreement on behalf of the City with Canon Solutions America, Inc. for a Canon imageRUNNER ADVANCE C5540i III copier for the City Hall Annex, herein attached and incorporated as **Attachment A**.

**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 off \_\_\_\_\_, 2019:

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to-wit:

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:         COUNCILMEN:

---

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



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

# UNIFIED LEASE AGREEMENT

#ULF S0939402.03

Salesperson: Kirk Allan Aadland

Order Date: 3/26/2019

<b>Customer ("You"):</b> Customer Account: 1865712		<b>Organization Information</b>	
Company Legal Name: BELTON CITY OF		Federal Tax Identification Number (TIN):	
Doing Business As:		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Non-Profit Corporation <input checked="" type="checkbox"/> State or Local Government <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth:	
Billing Address: 506 Main St			
City: Belton	County: CASS		
State: MO	Zip: 64012	Phone: 816.892.1278	
Contact: Andrew Collins		Fax:	
E-Mail: acollins@belton.org		Chief Executive Office and address for notices:	
<b>Lease Information</b>		Address:	
City:		State:	
Zip:			
<b>Lease Term</b>	<b># of Payments</b>	<b>Payment *</b>	<b>Amount Due at Signing</b>
48 Months	48	\$ 375.00 (* Plus applicable taxes)	# of Payments in Advance: 0 TOTAL DUE AT SIGNING * \$ 0.00 Check must accompany agreement
<b>Payment Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		<b>End of Lease Term Purchase Option *</b> <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other (estimated)	
		<b>Tax Exempt</b> <input checked="" type="checkbox"/> Yes (Attach certificate)	
<b>Equipment Description: See Schedule A</b>			
<b>Equipment Maintenance</b>	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment	<input type="checkbox"/> Included, except for Equipment excluded on Schedule A <input type="checkbox"/> Declined <input type="checkbox"/> Under separate agreement	
<b>Excess Per Image Charge Billing Cycle</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other		<b>Coverage Plan</b> <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate <small>If adding to existing fleet, applicable contract #</small> <small>If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.</small>	
<b>Consumables Inclusive</b> <input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other		<b>Toner Fulfillment Method</b> Customer order unless noted for Equipment on Schedule A**	
		<b>PO Required</b> <input type="checkbox"/> Yes PO# <input checked="" type="checkbox"/> No	
		<b>Charges</b> See Schedule A	
<b>Personal Guaranty</b>			
<p>The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.</p> <p>If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.</p> <p>Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.</p> <p>Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.</p>			
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.			
Customer's Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	
CSA Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	



**1. LEASE OF EQUIPMENT AND SOFTWARE**

**1.1 Listed Items; Commencement of Lease; Lessor.** CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"); and together with the Equipment and all replacements and additions thereto, "Listed Items" indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future successors and assigns of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

**1.2 Payments and Costs.** You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). If you have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including Usage Payments, shall be quarterly, and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

**1.3 Purchase Options; Return.** (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or of up to \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1.** Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

**2.1 Covered Service.** (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's

routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed 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 either Listed Software or for 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. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

**2.2 Maintenance Term and Charges.** (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. 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 this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images Included shall apply to all of the Equipment on the schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements 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 agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements 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. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including ImageWARE to receive software updates, activate features/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. This feature is not capable of sending or receiving Image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, 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. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

**2.3 Non-Covered Service.** The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

**3. CSA CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed



item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your 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. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to 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 or Lessor applies, or could be construed to apply to Data.

#### 5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 **Limited Warranty.** Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 **Disclaimer of Warranties.** LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 **Limitation of Liability.** NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 **Indemnification.** You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

#### 6. ADDITIONAL LEASE REQUIREMENTS.

6.1 **Warranty of Business Purpose; Maintenance.** You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 **Risk of loss; Insurance.** Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. **DEFAULT; REMEDIES.** You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of you or any Guarantor's property; (g) any statement, representation or warranty made

by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. **SECURITY; WAIVER.** You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

#### 9. GENERAL

9.1 **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 FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM, ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 **Entire Agreement; Electronic Acceptance.** This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you 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. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 **Joint and Several Liability; Assignment.** If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 **Notices.** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

**Address for notices to Canon Solutions America, Inc.:**  
300 Commerce Square Blvd.  
Burlington, NJ 08016  
Attn: Customer Service Department  
Phone: (800) 613-2228  
Fax: (800) 220-4002  
Email: customercare@csa.canon.com

**Address for notices to Canon Financial Services, Inc.:**  
158 Gaither Drive, Suite 200  
Mount Laurel, NJ 08054  
Attn: Customer Service Department  
Phone: (800) 220-0330  
Fax: (856) 813-5122  
Email: customer@cfs.canon.com

9.5 **USA PATRIOT Act; Credit Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



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

# Unified Lease Agreement

## Schedule A

#ULF S0939402.03

Page 1 of 1

Customer Name: BELTON CITY OF

### Ship To Information

Delivery Address: 520 MAIN ST			Connectivity Contact: Andrew Collins		
City: BELTON		County: CASS	I/T Phone #: 816.892.1278		E-Mail: acollins@belton.org
State: MO	Zip: 64012	Phone #: 816.892.1278	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: Andrew Collins		Fax #:	Earliest Delivery Date: 3/28/2019		# of Steps: 0
E-Mail: acollins@belton.org		Hours of Operation: 9-5			
Special Instructions:					

### Equipment and Software ("Listed Items")

### Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3275C002	IRADVC5540IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance	<input checked="" type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
0609C002	CASSETTE FEEDING UNIT-AM1	1		Covered Images Included		Start Meter		Excess per Image Charge	
0613C002	STAPLE FINISHER-Y1	1		B & W	Color	B & W	Color	B & W	Color
0619C002	BUFFER PASS UNIT-L1	1		3,000	4,000			0.00590	0.03690
0126C001	2/3 HOLE PUNCHER UNIT-A1	1		<input checked="" type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0166C007	SUPER G3 FAX BOARD-AS2	1		Alternate Meter Read Method: _____					
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1							
3537V001	INSTALL PAK C5535I & C5540I	1							
IntSupplies	Pre-Installed Supplies Installed in Machine	1		Alternate Meter Read Method: _____					
				<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					





CANON SOLUTIONS AMERICA

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

**LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT  
REIMBURSEMENT ADDENDUM TO AGREEMENT #  
S0939402.03 (the "AGREEMENT")**

Page 1 of 1

<b>Customer ("You"):</b>		<b>Customer Account:</b>
Company: BELTON CITY OF- Annex		
Address: 506 Main St		
City: Belton	County: CASS	
State: MO	Zip: 64012	Phone #: 816.892.1278
Email: acollins@belton.org		

<b>Buy-out Reimbursement</b>	
\$ _____ to be paid under the circumstances described in Section 1 below.	
Payable to:	<input type="checkbox"/> You <input type="checkbox"/> Canon Financial Services, Inc.
Reason for check issuance: _____	

**Lease Upgrade or Buy-out Acknowledgement**

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☐ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
- If so, will the equipment remain under a CSA Maintenance Agreement?
- Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ No ☐
- ☒ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number

**Return Authorization****Please select one:**

- ☒ Trade-In  
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
- Equipment Condition: ☒ Good Working Condition ☐ As is condition
- ☐ Return Equipment to selected Leasing Company  
☐ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date \_\_\_\_\_

**Pick-Up Information:**

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(but no longer than 30 days after delivery of Listed Items under Agreement)
- Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- E-Mail: \_\_\_\_\_
- Special Removal Instructions: \_\_\_\_\_

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
TRD		C360	AD0ED011017744	411840	506 MAIN ST BELTON MO 64012	Andrew Collins 816.892.1278	acollins@belton.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the 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 or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-In Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-In or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-In or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-In Equipment shall be 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 above that the trade-in is 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 above. 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 full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, 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 and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. 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 Data. The terms of this section shall solely govern as to 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 Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_



CANON SOLUTIONS AMERICA

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

## UNIFIED LEASE AGREEMENT ADDENDUM

\*National IPA\*

Customer: <b>Belton, City of</b>		Related to Unified Lease Agreement – ULA#: <b>S0939402/ App 1576391</b>	
Street Address: <b>506 Main St.</b>	City: <b>Belton</b>	State: <b>MO</b>	Zip: <b>64012</b>
Equipment Description: <b>(1) iR ADV C5540I V3</b>		Term: <b>48 Months</b>	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("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. This transaction shall be governed in all respects by the Ts&Cs of contract #FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.
  - b. For purposes of clarity, all images 11x17 or larger shall be counted as two images for the purposes of meter readings.
  - c. **Personal Guaranty:** The Personal Guaranty section is deleted in its entirety.
  - d. **Paragraph 4:** Paragraph 4 is amended by striking the penultimate sentence and replacing it with "Subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, the City shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data."
  - e. **Paragraph 5.4:** Paragraph 5.4 is amended by striking the entire paragraph and replacing it with "To the extent permitted by Missouri law, the City shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends, unless such claim arises due to Lessor's gross negligence or willful misconduct.  
  
Further, CSA will reimburse and defend the City as to third party claims for tangible property losses or bodily injury (including death) caused by CSA's negligence or willful misconduct ("Claims") up to the point of the City's contributory negligence. As a condition thereof, the City shall give CSA prompt written notice of the Claim, allow CSA sole control over the defense and settlement thereof, and assist CSA therewith, at CSA's expense, as CSA may reasonably require."
  - f. **Paragraph 7:** Paragraph 7 is amended by deleting each instance of "or any Guarantor".
  - g. **Paragraph 9.1:** Paragraph 9.1 is amended by (i) deleting "NEW JERSEY" and replacing with "MISSOURI" in the first sentence; and (ii) deleting "CAMDEN OR BURLINGTON COUNTY, NEW JERSEY" and replacing with "CASS COUNTY, MISSOURI" in the second sentence.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. 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.
4. 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 as of the date set forth below.

**Canon Solutions America, Inc.**

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

Name: \_\_\_\_\_

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

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

**Belton, City of**

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

Name: \_\_\_\_\_

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

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





imageRUNNER  
ADVANCE  
C5560i/C5550i II  
C5540i/C5535i II

## imageRUNNER ADVANCE C5500 II Series

Color | Mid-volume | Multifunction

Print up to 60 ppm (BW, color)

Scan up to 160 ipm (300 dpi) (BW, color, duplex)

Print up to 12" x 18"

6,350-sheet maximum paper capacity



Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology; better **control** sensitive information and print-related costs; and help ensure that technology investments proactively **evolve** with changing needs.



### WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive and Box.<sup>1</sup>
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control who has access to the device, and to which features, using a host of flexible authentication methods—picture login, PIN code, user name/password, or card access.<sup>2</sup>



### COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.<sup>3</sup>
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, follow-me printing, job routing, and powerful scan workflows.



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



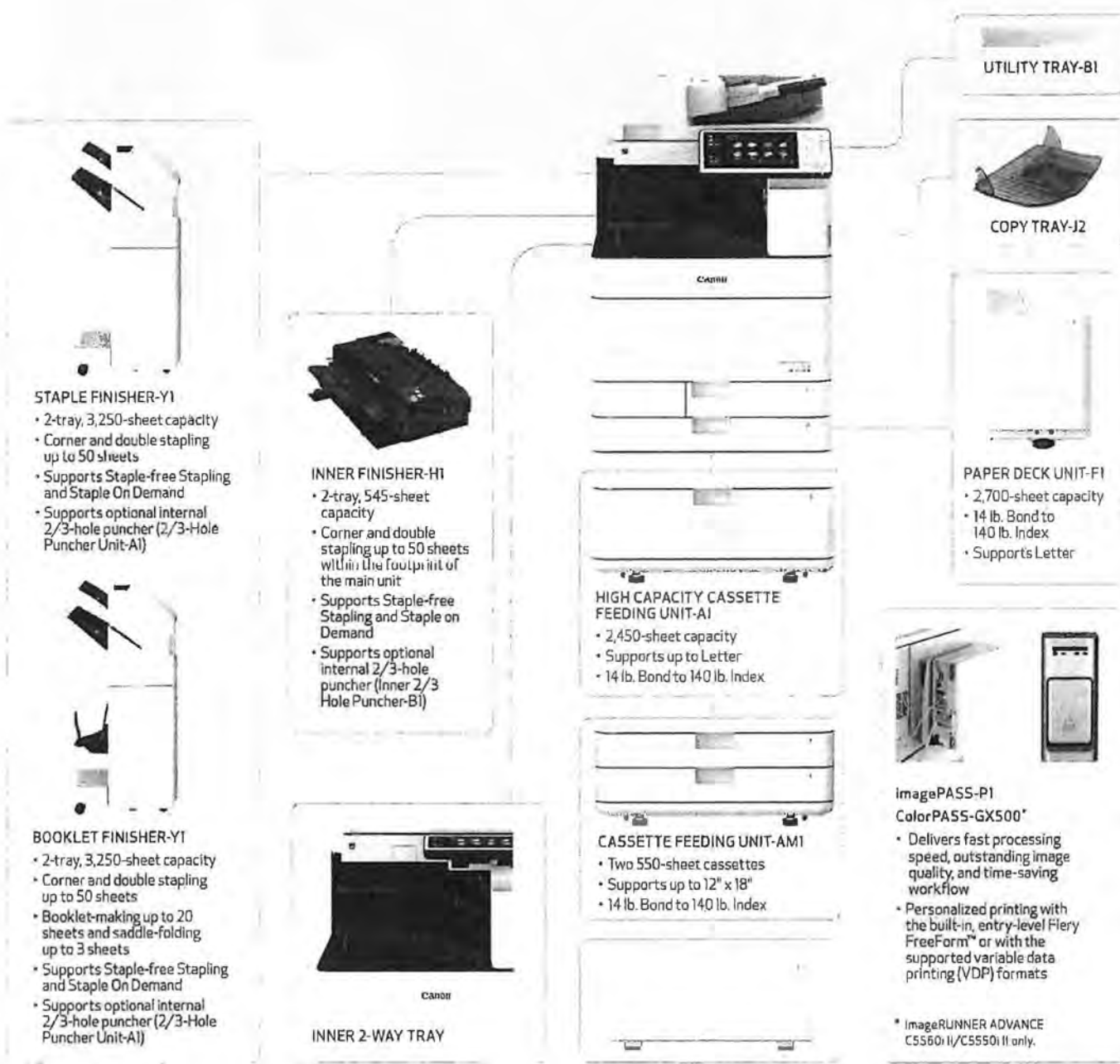
## QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.



## SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>4</sup>





## SPECIFICATIONS

### Main Unit

#### Type

Color Laser Multifunctional

#### Core Functions

Standard: Print, Copy, Scan, Send, Store

Optional: Fax

#### Processor Speed

Canon Dual Custom Processor (Shared)

#### Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

#### Memory

4.0 GB RAM

#### Hard Disk

Standard: 250 GB/Maximum: 1 TB

#### Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)

#### Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

#### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,450 Sheets  
(with External Finisher and Copy Tray)

#### Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes  
(CASSETTE FEEDING UNIT-AM1),  
2,450-sheet High Capacity Paper Cassette  
(HIGH CAPACITY CASSETTE FEEDING  
UNIT-A1), 2,700-sheet Paper Deck  
(PAPER DECK UNIT-F1)

#### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets

Maximum: 6,350 Sheets

#### Finishing Capabilities

Standard: Collate, Group  
With Inner: Collate, Group, Offset, Staple, Hole Punch,  
Finisher: Staple-free Staple, Staple On Demand  
With External: Collate, Group, Offset, Staple, Booklet, Hole  
Finishers: Punch, Staple-free Staple, Staple On Demand

#### Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy,

Cassette 1: Pre-punched, Letterhead, Bond,  
Transparency, Envelope

Paper: Thin, Plain, Recycled, Color, Heavy,  
Cassette 2: Pre-punched, Letterhead, Bond,  
Transparency, Tab, Envelope

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,  
Pre-punched, Labels, Letterhead, Bond,  
Coated, Transparency, Tab, Tracing,<sup>5</sup>  
Envelope

#### Supported Media Sizes

Paper: Letter, Executive, Statement-R, Envelope  
Cassette 1: [No.10 (COM10), DL, ISO-C5], Custom Size  
(3-7/8" x 5-7/8" to 11-3/4" x 8-1/2")

Paper: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Cassette 2: Executive, Statement-R, Envelope  
[No.10 (COM10), Monarch, DL, ISO-C5],  
Custom Size (3-7/8" x 7-1/3" to 12" x 18")

Stack Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R,  
Envelope [No.10 (COM10), Monarch, DL,  
ISO-C5], Envelope Custom Size (3-7/8" x  
3-7/8" to 12-5/8" x 18"), Custom Size  
(3-7/8" x 5-1/2" to 12-5/8" x 18"), Free Size  
(3-7/8" x 5-1/2" to 12-5/8" x 18")

#### Supported Media Weights

Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)

Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)

#### Warm-up Time

From Power On: 10 Seconds<sup>6</sup>

From Sleep Mode: 10 Seconds

#### Dimensions (W x D x H)

24-3/8" x 29-1/4" x 47-2/7" (620 mm x 742 mm x 1201 mm)<sup>7</sup>

#### Installation Space (W x D)

Basic: Stack Bypass + Cassette Drawers open:  
37-1/8" x 46-3/8" (943 mm x 1176 mm)<sup>7</sup>

#### Weight

Approx. 362.7 lb. (164.5 kg)<sup>8</sup>

### Print Specifications

#### Print Speed (BW and Color)

C5560i II: Up to 60 ppm (Letter); Up to 36 ppm  
(Letter-R); Up to 34 ppm (Legal);  
Up to 32 ppm (11" x 17")

C5550i II: Up to 50 ppm (Letter); Up to 30 ppm  
(Letter-R); Up to 28 ppm (Legal);  
Up to 27 ppm (11" x 17")

C5540i II: Up to 40 ppm (Letter); Up to 24 ppm  
(Letter-R); Up to 23 ppm (Legal);  
Up to 22 ppm (11" x 17")

C5535i II: Up to 35 ppm (Letter); Up to 23 ppm  
(Letter-R); Up to 21 ppm (Legal);  
Up to 18 ppm (11" x 17")

#### Print Resolution (dpi)

1200 x 1200, 600 x 600

#### Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

#### Direct Print

Available from USB, Advanced Box, Remote UI, and  
Web Access<sup>9</sup>

#### Supported File Types

PDF, TIFF, JPEG, EPS, XPS

#### Printing from Mobile and Cloud-based Services

A range of software and MEAP-based solutions are  
available to provide printing from compatible mobile devices  
or Internet-connected devices and cloud-based services  
depending on your requirements. Please contact your sales  
representative for further information.<sup>7</sup>

#### Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT 1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/12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## Send Specifications

### Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV,  
Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

### Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

### Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,  
200 x 100, 150 x 150, 100 x 100

### Communication Protocol

File: FTP, SMB, WebDAV  
E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

### File Format

Standard: TIFF, JPEG, PDF (Encrypted, Compact,  
Searchable, Apply Policy, Optimize for Web,  
PDF A/1-b), XPS (Compact, Searchable),  
Office Open XML (PowerPoint, Word),  
Digital Signature (PDF/X-2S)  
Optional: PDF (Trace & Smooth)

### Universal Send Features

Original Type Selection, Two-sided Original, Book to Two  
Pages, Different-size Originals, Density Adjustment,  
Sharpness, Copy Ratio, Erase Frame, Job Build, Direct  
Send, Delayed Send, Preview, Job Done Notice, File Name,  
Subject/Message, Reply-to, E-mail Priority, TX Report,  
Original Content Orientation, Skip Blank Originals,  
Detect Feeder Multi Sheet Feed

## Fax Specifications (Optional)

### Modem Speed

Super G3: 33.6 Kbps  
G3: 14.4 Kbps

### Compression Method

MH, MR, MMR, JBIG

### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

### Sending/Recording Size

Statement-R to 11" x 17"

### Fax Memory

Up to 30,000 Pages

### Speed Dials

Max. 200

### Group Dials/Destinations

Max. 199 Dials

### Sequential Broadcast

Max. 256 Addresses

### Memory Backup

Yes

### Fax Features

Original Type Selection, Two-sided Original, Book to Two  
Pages, Different-size Originals, Density for Scanning,  
Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying  
the Sender's Name (when sending fax), Sender's Name (TTI),  
Select Line, Selecting the Telephone Line (when sending  
fax), Direct Send, Delayed Send, Preview, Job Done Notice,  
TX Report, Detect Feeder Multi Sheet Feed

## Store Specifications

### Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential  
Fax In-boxes, 30,000 Maximum Pages Stored

### Advanced Box

Communication Protocol: SMB or WebDAV

### Supported

Client PC: Windows (Windows Vista/7/8/8.1/10)  
Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

### Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD)

Approx. 480 GB (Optional 1 TB HDD)

### Advanced Box Features

Disabling Advanced Box, Storage Filtering, Authentication  
for Advanced Box Log-in, Search Function, Sort Function,  
Printing a PDF File with a Password, ImageWARE Secure  
Audit Manager Support

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, uniFLOW  
Online Express,<sup>1</sup> User Authentication,  
Department ID Authentication, Access  
Management System, Device and Function  
Level Log-in  
Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk  
Password Lock, Hard Disk Drive Erase, Mail  
Box Password Protection, Hard Disk Drive  
Encryption (FIPS140-2 Validated)  
Optional: Hard Disk Drive Mirroring, Hard Disk Drive  
removal, IEEE 2600 2 Common Criteria  
Certification, Data Loss Prevention  
(Requires uniFLOW)

### Network

Standard: Encrypted Secure Print, IP/Mac  
Address Filtering, IPsec, TLS Encrypted  
Communication, SNMP V3.0, IEEE  
802.1X, IPv6, SMTP Authentication, POP  
Authentication before SMTP

### Document

Standard: Secure Watermark, Secure Print, Adobe  
LiveCycle® Rights Management ES2.5  
Integration, Encrypted PDF, Encrypted  
Secure Print, Digital Signature  
Optional: User Signature, Document Scan Locking

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86°F  
Humidity: 20 to 80% RH (no condensation)

## Power Requirements

C5560i II/C5550i II: 120-127V AC, 60 Hz, 11.5 A  
C5540i II/C5535i II: 120-127V AC, 60 Hz, 10 A

## Plug (Main Unit)

C5560i II/C5550i II: NEMA 5-20P  
C5540i II/C5535i II: NEMA 5-15P

## Power Consumption

Maximum: Approx. 1.8 kW  
Standby: Approx. 66.2 W  
Sleep Mode: Approx. 0.8 W<sup>2</sup>  
Typical Electricity Consumption (TEC) Rating:  
3.2 kWh (IR ADV C5560i II)  
2.5 kWh (IR ADV C5550i II)  
2.0 kWh (IR ADV C5540i II)  
1.6 kWh (IR ADV C5535i II)

## Standards

ENERGY STAR® Certified  
Rated EPEAT® Gold<sup>3</sup>  
RoHS Compliant

## Consumables

### Toner

GPR-55 Toner<sup>4</sup>

### Toner Yield (Estimated @ 5% Coverage)

Black: 69,000 Images  
Color (C,M,Y): 60,000 Images

<sup>1</sup> Subscription to a third-party cloud service required. Subject  
to third-party cloud service providers' terms and conditions.

<sup>2</sup> Requires additional option.

<sup>3</sup> Available 2Q 2018.

<sup>4</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit  
[www.epeat.net](http://www.epeat.net).

<sup>5</sup> Some types of tracing paper cannot be used.

<sup>6</sup> Time from device power-on to when copy jobs can  
be programmed with Quick Start Up mode.

<sup>7</sup> Includes main unit and either Cassette Feeding Unit-AM1,  
High Capacity Cassette Feeding Unit-A1, or Cabinet: Type-N.

<sup>8</sup> Includes main unit, consumables, and Cassette Feeding Unit-AM1.

<sup>9</sup> PDF print from Web sites is supported.

<sup>10</sup> EPS can be printed directly only from the Remote User Interface.

<sup>11</sup> For more information, including compatibility, please  
visit <https://www.usa.canon.com/mobile-app>.

<sup>12</sup> Requires the optional PCL International Font Set-A1.

<sup>13</sup> Requires the optional Barcode Printer Kit-D1.

<sup>14</sup> Other operating systems and environments including  
AS/400, UNIX, Linux and Citrix may be supported. Some  
of these solutions are chargeable. SAP Device Types are  
available via the SAP Market Place. For more information,  
contact your sales representative.

<sup>15</sup> No charge for this solution; however activation is required.

<sup>16</sup> Check for availability.

<sup>17</sup> 0.8 W Sleep mode not available in all circumstances  
due to certain settings.

<sup>18</sup> GPR-SSL Toner also available for Color (C, M, Y).  
Yield (estimated @ 5% coverage) is 26,000 images.

For detailed specifications and a comprehensive list of optional  
accessories, see the ImageRUNNER ADVANCE C5500 II Series  
Specifications document.

USA.CANON.COM/SIMPLYADVANCED



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**Konica Minolta bizhub C360****Canon imageRUNNER  
ADVANCE C5540i III****BACKGROUND INFORMATION**

	<b>USA, BLI ID: 17150</b>	<b>USA, BLI ID: 10183</b>
Speed Segment	3	3
SRP	\$14,702	\$17,000
Street Price	None	None
Manufacturing Status	Discontinued (05/2013)	Current
Part Number	A0ED011	Info not avail
Domestic Intro Date	September 2009	February 2019
OEM	Konica Minolta (China/Japan)	Canon (China)
Also Sold As	NEC IT36C6; Oce VarioLink 3622c	None
Predecessor Model	Konica Minolta bizhub C353	Canon imageRUNNER ADVANCE C5540i II
Replacement Model	Konica Minolta bizhub C364	
Replacement Date	06/01/2012	
Distributed By	Dealers and branches	Dealers and subsidiaries
Max Monthly Duty Cycle	100,000 impressions	Info not avail
Recommended Monthly Volume	Info not avail	Info not avail
<b>TYPE</b>	<b>Full-color copier, MF</b>	<b>Full-color copier, MF</b>
Configuration/Scanner	Desktop,digital	Desktop,digital
Technology	Laser	Laser
<b>GENERAL SPECIFICATIONS/PAPER HANDLING</b>		
First Copy Time	7.7 sec color/5.8 sec black	6.1 sec color/4.1 sec black
Multicopy (Ltr/Lgl/Ldgr)	36 cpm color/36 cpm black	40 cpm color/40 cpm black
Warm-up Time	35 sec	10 sec
Std Paper Source(s)	Dual drawer	Dual drawer
Std Paper Capacity	500/500 sheets	550/550 sheets
Paper Weights	16-lb bond to 140-lb index	14-lb bond to 140-lb index
Bypass/Paper Weights	150-sheet/16-lb bond to 100-lb cover	100-sheet/14-lb bond to 110-lb cover

Max Paper Sources	5	6
Max Paper Capacity	3,650 sheets	6,350 sheets
Max Original Size	11 x 17	12 x 17
Output Size (Min/Max)	4 x 6/12 x 18	3-7/8 x 5-1/2/12-5/8 x 18
Copy Resolution	600 x 600 dpi	600 x 600 dpi
System Memory (Std/Max)	2-GB RAM, 250-GB HD/2-GB RAM, 250-GB HD	4-GB RAM, 250-GB HD/4-GB RAM, 1-TB HD
Duplex	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)
Duplex Capacity/Paper Sizes	Unlimited/5-1/2 x 8-1/2 to 12 x 18	Unlimited/Info not avail
Document Feeder	Opt RADF	Std DSPF
Document Feeder Capacity	100 orig	150 orig
Paper Weights	9-1/4 to 55-3/4 lbs	13-lb bond to 58-lb cover
Finisher	Opt finisher	Opt finishers
Tray/Stapling/Position(s)	300, 3,200/50/2, 3	545, 3,250, 3,250/50/3
Other	Opt FS-527 staple finisher has two trays (3,200/200)--options available include 3-hole punch and saddle-stitch kit; opt saddle-stitch kit V folds up to 15 sheets (60 pages); opt FS-529 staple finisher is a low cost finishing option that integrates in the main body of the device -- unit has a 300-sheet capacity with 50 sheet stapling	Opt cassette-feeding unit adds two 550-sheet drawers; opt 2,450-sheet letter-size/A4 paper tray; opt 2,700-sheet letter-size/A4 paper deck; opt staple finisher and booklet finisher have two trays (250/3,000); opt booklet finisher V folds up to 20 sheets (80-page booklets); opt staple finisher offers five sheet stapleless finishing; opt inner finisher offers 50-sheet stapling and 5-sheet stapleless stapling; bypass offers auto size detection

**SECURITY SPECS**

Network User Authentication	Yes	Yes
IP Address Filtering	Yes	Yes
MAC Address Filtering	No	Yes
HDD Overwrite	Std	Std
Max Overwrites	7	9
HDD Encryption	Opt	Std
Secure Print	Yes	Yes
Encrypted Secure Print	Yes	Yes
Encrypted PDF Mode (Encrypted Scanning)	Yes	Yes
IPsec	Yes	Yes

Secure Sockets Layer (SSL)

Yes

Yes

SNMPv3

Yes

Yes

Transport Layer Security

Yes

Yes

Other

ISO 15408 EAL3 certified; IEEE 802.1x support

Universal Login Manager; uniFLOW Online Express cloud based management software; department ID authentication; Access Management System; device and function level log-in; Trusted platform module (TPM); hard disk password lock; mailbox password protection; hard disk encryption (FIPS 140-2 validated); verify system at startup; IEEE802.1x; IPv6; SMTP authentication; POP authentication before SMTP; S/MIME; SIEM integration; Adobe LiveCycle Rights Management ES2.5 integration; device signature; secure watermarks; 50 confidential fax in boxes; optional security features include uniFLOW, hard disk drive mirroring, hard disk drive removal, IEEE2600.2 Common Criteria Certification, Data Loss Prevention (requires uniFLOW), user signatures and document scan locking; integrates with existing third-party Security Information and Event Management (SIEM) systems to help provide real time detailed insights into potential threats to network and printers; includes technology to verify that the device boot process, firmware and applications initialize without alterations or tampering; security policy settings can be controlled with a dedicated password, configured from a central location and exported to other supported devices

**CONTROL PANEL**

Keypad and color touchscreen

Keypad and 10.1" color touchscreen

Quantity Selector

1 to 9,999 (0 to 9 keypad)

1 to 999 (0 to 9 keypad)

Message Display

Yes

Yes

Help Key

Yes

Yes

**FEATURES**

Automatic Features

AES, AMS, APS, AS, ASO, ATS

AES, AMS, APS, AS, ASO, ATS



Book Copy	Yes	Yes
Booklet Mode	Std	Std
Color	Std	Std
Copy Control	1,000	1,000
Covers	Std	Std
Editing	No	Std
Energy-Save	Yes	Yes
Erase	Std	Std
Image Insert	Yes	No
Image Overlay	Std	Std
Image Repeat	Yes	Yes
Image Rotate	Std	Std
Interrupt	Yes	Yes
Job Build	Yes	Yes
Job Programs	30	Yes
Job Time	No	No
Language	Std	Std
Margin Shift	Yes	Yes
Neg/Pos	Yes	Yes
OHP Interleaving	Yes	Yes
Photo Mode	Yes	Yes
Poster Mode	Yes	Yes
Preset R/E	4R, 4E	5R, 4E
Program Ahead	Std	10
Sheet Insertion	Std	Std
Stamping	Std	Std
Timer	Yes	Yes
2-in-1	Std	Std
XY Zoom	Yes	Yes
Zoom Range	25 to 400 (0.1%)	25 to 400 (1%)
Other Features	Glossy mode; proof copy; edge, frame and book erase; card shot mode; sky shot mode; mirror image; centering; chapterization; mixed-size original mode; saturation adjustment; hue adjustment; sharpness adjustment; watermark; copy guard will	Frame erase; mixed-size originals; sample set; job finished notice; sharpness; copying onto tab extensions; form composition; secure watermark; page numbering, copy set numbering, watermark and date stamp;

not copy a document if the device detects a protection pattern; password copy enables copying of a protected document after password is entered

job duration display; mirror image; ID card copy

## ADDITIONAL INFORMATION

Dimensions (HxWxD)	30-5/16" x 25-5/16" x 27-3/4"	37-3/8" x 24-3/8" x 29-1/4"
Weight	216 lbs	313.1 lbs
Power Requirements	120 V, 12 A	120-127 V, 10 A
Energy Used While Power Off	0.03W	Info not avail
Energy Used in Power Save Mode	10.4W	0.8W
Energy Used in Ready Mode	138W	65.2W
Energy Used While Copying	790W	Info not avail
Energy Used While Printing	Info not avail	Info not avail
Energy Used While Scanning	Info not avail	Info not avail
Max Power Consumption	1400W	1800W
TEC Value	Info not avail	2KWh
Dedicated Outlet	Not required	Not required
Energy Star Compliant	Yes	Yes
Operating Noise Level	68 dB	73 dB
COMMENTS	None	None

## OPTIONS

DF-617 RADF (A0HUWY1): \$1,631  
 BT-C1 Banner tray (A0D9WY1): \$846  
 PC-408 LCT 2,500 sheets (A0XWW13): \$1,402  
 PC-107 Paper-feed unit 1 x 500 sheets (A0XWWY1): \$913  
 PC-207 Paper-feed unit 2 x 500 sheets (A0XWWY2): \$1,191  
 FS-527 Finisher (A0HRWY1): \$1,855  
 FS-529 Finisher internal (A0U7WY2): \$1,272  
 ZU-606 Folding unit Z fold (A109W11): \$5,510  
 JS-602 Job separator tray (A10CWY1): \$500  
 JS-603 Job separator tray (A10FWY1): \$245  
 JS-505 Job separator tray (A0830Y1): \$500  
 PI-505 Post sheet inserter (A10AWY1): \$1,113  
 PK-517 Punch unit

F1 Attachment kit tab feeding: \$80  
 F1 LCT 2,700 sheets: \$2,205  
 A1 Paper-feed unit 1 x 2,450 sheets: \$1,900  
 AM1 Paper-feed unit 2 x 550 sheets: \$1,523  
 L1 Buffer pass unit: \$280  
 Y1 Finisher: \$2,555  
 Y1 Finisher booklet: \$3,920  
 H1 Finisher inner: \$1,260  
 B1 Punch unit: \$710  
 A1 Punch unit: \$893  
 B1 Stapler convenience (beige): \$300  
 A1 Stapler convenience (white): \$300  
 J2 Tray catch: \$47  
 J1 Tray inner two way: \$105  
 B1 Tray utility: \$63  
 Type N Cabinet: \$300  
 A1 Connection kit Bluetooth LE: \$200  
 J1 Cover printer: \$210  
 Keyboard USB cherry: \$110  
 A1 Stand keyboard universal:



(A10EW21): \$585	\$250
SD-509 Saddle-stitch unit	P2 EFI Fiery print controller
(A10DWY1): \$1,436	imagePASS: \$4,950
CS-1 Stapler convenience	B1 Fax option IP fax
(7640013463): \$317	expansion kit: \$350
DK-507 Desk (A0XWWY4):	A1 Fax option remote fax:
\$222	\$420
Keyboard external	AS2 Fax option Super G3 fax
(7640006869): \$223	board: \$840
KH-101 Keyboard holder	AS2 Fax option Super G3 fax
(A165WY1): \$123	board second line: \$525
OC-509 Platen cover	AS2 Fax option Super G3 fax
(A128WY1): \$94.34	board third and fourth line:
WT-507 Table work	\$1,050
(A163WY1): \$1,420	MEAP web connection kit v5.3
WT-506 Table work	C1 NFC kit: \$200
(A0W4WY2): \$112	A1 Universal Send Trace and
IC-412 EFI Fiery print	Smooth PDF kit: \$462
controller (A127WY1): \$4,158	P1 1-TB HDD/2.5 inch: \$1,365
FK-502 Fax option (15LB):	N1 250-GB HDD/2.5 inch:
\$1,068	\$368
Fax option includes fax board	D1 Barcode print kit: \$840
and mount kit (15LBX005):	A1 PCL international font set:
\$1,208	\$473
MK-720 Fax option mount kit	B5 Attachment card reader:
(A0YAWY1): \$212	\$84
Fax spare TX marker stamp	F1 Card reader (4784B001):
(4614511): \$26.50	\$378
SP-501 Fax stamp (4614506):	Card reader assembly for
\$47.70	universal keyboard stand: \$60
EK-605 Interface USB device	B2 Document scan lock kit:
interface plus Bluetooth	\$2,625
(A0YCWY3): \$279	HDD Data Erase Scheduler
EK-604 Interface USB host	v3.1.1: \$350
board local (A0YCWY4): \$200	J1 HDD mirroring kit: \$525
VI-505 Interface video for	AL1 HDD removable kit:
Fiery IC-412 controller	\$1,050
(A0YEWY2): \$296	C1 IC card reader box: \$160
UK-203 Memory upgrade kit	AE1 Security kit iR-ADV for
for i-Option 1-GB (A0YDWY1):	IEEE 2600.1 Common Criteria
\$106	Certification: \$1,890
AU-102 Biometric	C1 Universal Send Digital User
authentication (A0X9WY1):	Signature: \$1,050
\$947	A1 Card set 1 to 30: \$158
bizhub SECURE (7640016375):	A3 Card set 101 to 200: \$462
\$250	A3 Card set 101 to 200: \$462
AU-204H Card reader	A4 Card set 201 to 300: \$462
magnetic stripe	A5 Card set 301 to 500: \$935
(7640013468): \$423	A2 Card set 31 to 100: \$347
SC-507 Copy guard kit	A6 Card set 501 to 1000:
(A0Y9WY1): \$1,224	\$2,352
EFI Secure Erase	A1 Interface copy control: \$53
(7640004311): \$875	X-Rite i1: \$1,300
HID proximity card 10 pack	A1 Accessibility handle ADF:
(7640005261): \$69	\$146
AU-201H HID proximity card	F1 Braille label kit: \$35
authentication unit	G1 Voice Guidance kit: \$840
(7640005064): \$423	D1 Voice Operation kit: \$1,890
AU-202H iClass card	EFI Compose: \$1,100
authentication unit	EFI Graphic Arts Premium
(7640008394): \$476	Edition web activate: \$6,200
EFI Auto Trap (7640004313):	EFI Impose: \$2,450
\$875	EFI Impose and Compose:
EFI Color Profiler Suite	\$3,000
(7640002333): \$3,200	EFI Productivity Package web

EFI Hot Folders (7640004312): \$875	activate: \$8,000
LK-106 i-Option License Kit barcode font (A0PD019): \$821	i1 Publish (i1 Profiler): \$1,099
LK-102 i-Option License Kit enhanced PDF encryption (A0PD012): \$1,002	EFI Hot Folders license: \$980
LK-108 i-Option License Kit OCR Font (A0PD01G): \$191	
LK-105 i-Option License Kit searchable PDF (A0PD015): \$668	
LK-107 i-Option License Kit Unicode (A0PD01F): \$690	
LK-101v2 i-Option License Kit web browser, Image panel, Scan-to-sharepoint (A0PD01A): \$53	

**SUPPLIES/MAINTENANCE**

TN-319K Black toner cartridge (A11G130): \$60; Yield: 29,000; Coverage: 5%	GPR-55 Black toner cartridge (0481C003AA); Yield: 69,000; Coverage: 5%
TN-319C Cyan toner cartridge (A11G430): \$180; Yield: 26,000; Coverage: 5%	GPR-55L Cyan toner cartridge (0485C003AA); Yield: 26,000; Coverage: 5%
TN-319M Magenta toner cartridge (A11G330): \$180; Yield: 26,000; Coverage: 5%	GPR-55 Cyan toner cartridge (0482C003AA); Yield: 60,000; Coverage: 5%
TN-319Y Yellow toner cartridge (A11G230): \$180; Yield: 26,000; Coverage: 5%	GPR-55 Magenta toner cartridge (0483C003AA); Yield: 60,000; Coverage: 5%
DR-311K Black drum (A0XV0RD): \$158; Yield: 120,000	GPR-55L Magenta toner cartridge (0486C003AA); Yield: 26,000; Coverage: 5%
DR-311YMC Cyan drum (A0XV0TD): \$436; Yield: 90,000	GPR-55L Yellow toner cartridge (0487C003AA); Yield: 26,000; Coverage: 5%
DR-311YMC Magenta drum (A0XV0TD): \$436; Yield: 90,000	GPR-55 Yellow toner cartridge (0484C003AA); Yield: 60,000; Coverage: 5%
DR-311YMC Yellow drum (A0XV0TD): \$436; Yield: 90,000	Black drum; Yield: 417,000 Cyan drum; Yield: 336,000 Magenta drum; Yield: 336,000 Yellow drum; Yield: 336,000
DV-311K Black developer (A0XV03D): \$168; Yield: 570,000; Coverage: 5%	Waste toner container; Yield: 394,000
DV-311C Cyan developer (A0XV0KD): \$486; Yield: 115,000; Coverage: 5%	PM Schedule: Info not avail
DV-311M Magenta developer (A0XV0ED): \$486; Yield: 115,000; Coverage: 5%	
DV-311Y Yellow developer (A0XV08D): \$486; Yield: 115,000; Coverage: 5%	
PM Schedule: None set	

**MULTIFUNCTION MODES**

Copier	Std	Std
Internet Fax	Std	Std
Network Printer	Std	Std

Printer	Std	Std
Fax	Opt	Opt
Network Fax	Opt	Opt
PC Fax	Opt	Opt
Scanner	Std	Std

**CONNECTIVITY SPECIFICATIONS**

Operating System Support	Win NT 4.0, 2000, XP, Vista, Mac OS 9.2, X 10.2, 10.3, 10.4, Mac Intel OS 10.4, 10.5, Linux	Win Server 2008, 7, Server 2012, 8.1, 10, Server 2016, Mac OS X 10.7+, Citrix, Linux, UNIX
Parallel Interface	None	None
Serial Interface	None	Opt
USB Interface	Std 2.0, std 1.1 (host)	Std 2.0, std 2.0 (host) x 2, std 3.0 (host)
Network Interface	Std Ethernet	Std Ethernet, std wireless, opt wireless
Interface Type	10/100/1000BaseT	10/100/1000BaseTX, 802.11b/g/n, Bluetooth
Mobile Print Support	Info not avail	Yes (Apple AirPrint, Canon Business Print, Google Cloud Print, Mopria Print Service, UniFLOW Online)
Near Field Communication	No	Opt
Embedded Software Platform or Extensible Solutions Interface	bizhub Extended Solution Technology (bEST)	Multifunctional Embedded Application Platform (MEAP)

**FACSIMILE SPECIFICATIONS**

Scanner Technology	CCD	Proprietary image sensor
Compression Method	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG
Modem Speed	33.6 Kbps	33.6 Kbps
Max TX Resolution	600 x 600 dpi	400 x 400 dpi
Gray Scale/Halftones	256 levels	256 levels
Std/Max Fax Memory	Shared	Shared
Min/Max Orig Size (WxL)	5-1/2 x 8-1/2/11 x 17	5-1/2 x 8-1/2/11 x 17
Max Paper/Print Width	11/11	11/Info not avail
Effective Scanning Width	11	11
Correct-Order Output	Yes	Yes
Batch Files	Yes	Yes
Battery Backup	Yes	3 hrs
Confid TX/RX	Yes/Yes	Yes/Yes

Dual Lines	Opt	Opt
Multi Access	Yes	Yes
Polling	Yes	No
Relay Request	Yes	Yes
Smoothing	Yes	Yes
Timers	Yes	Yes
Transfer Hub	Yes	Yes

**DIALING CAPABILITIES**

Broadcasting (Groups/Dest)	100/605	199/256
Redial (Attempts/Intervals)	7/1 to 15 min	10/2 to 99 min
One Touch	None	Info not avail
Speed Dial	2,000	200
Other	Register up to 100 group destinations, up to 500 address book destinations per group, up to 2,000 destinations per address book; up to 605 addresses can be specified as destinations in a single operation (500 by abbreviation, 100 by keypad and 5 e-mail destinations by direct input); priority transmission; overseas transmission; image rotation tx/rx; mailbox tx/rx; password tx/rx; PC faxing	30,000 page fax memory; PC fax (send only)

**PRINTER SPECIFICATIONS**

Engine Mfr & Model	Konica Minolta/bizhub C360	Canon/imageRUNNER ADVANCE C5540i III
Compatibility	PC, Mac	PC, Mac
Speed	36 ppm color/36 ppm black	40 ppm color/40 ppm black
First-Page-Out Time	Info not avail	Info not avail
Max Print Area	Info not avail	Info not avail
Print from USB	Info not avail	Yes (EPS, JPEG, PDF, TIFF, XPS)
Enhanced Resolution	1800 x 600 dpi	Not applicable
Unenhanced Resolution	600 x 600 dpi	1200 x 1200 dpi
Std/Max Printer Memory	Shared	Shared
Controller Mfr/Model	Konica Minolta/Emperon	Canon/Info not avail
Processor/Bits/MHz	MPC8533/Info not avail/1 GHz	Canon dual custom processor/Info not avail/1.75 GHz

PDL/PCL	PCL 5c/6, PostScript 3, XPS	UFR II, PCL 6, Adobe PostScript 3
Controller Mfr/Model	EFI/IC-412 (Fiery X3e)	EFI/imagePASS P2 (Fiery FS350)
Processor/Bits/MHz	Celeron/Info not avail/1.86 GHz	Intel Pentium G4400/Info not avail/3.3 GHz
PDL/PCL	PCL 6, Adobe PostScript 3	PCL 6, Adobe PostScript 3
Controller Mfr/Model	Not applicable	Not applicable
Processor/Bits/MHz	Not applicable	Not applicable
PDL/PCL	Not applicable	Not applicable
Other	Up to 1,000 user boxes can be created; ability to print on banner paper up to 11-3/4" x 47-1/4"; 80 PCL fonts, 137 PostScript 3 fonts; std/max memory for IC-412 Fiery controller is 512-MB RAM, 80-GB HD/512-MB RAM, 80-GB HD; direct printing of TIFF, XPS, PDF and encrypted PDF files; Bluetooth printing; ships with a full suite of PageScope software	Mailbox stores up to 30,000 pages; optional embedded imagePASS P2 std/max memory is 4-GB RAM, 500-GB HD

#### SCANNER AND IMAGE MANAGEMENT SPECIFICATIONS

Technology/Scan Speed	CCD/70 ipm color, 70 ipm black	Proprietary image sensor/80 ipm color, 80 ipm black
Max Resolution	600 x 600 dpi	600 x 600 dpi
TWAIN Compatible	Yes	Yes
Scan Destinations		
Cloud	INA	Yes
I-fax	Yes	Yes
FTP	Yes	Yes
SMB	Yes	Yes
HDD	Yes	Yes
URL	No	Yes
USB	Yes	Yes
LDAP Support	Yes	Yes
File Formats Supported	JPEG, PDF, compact PDF, secure PDF, outline PDF, TIFF, XPS, compact XPS	JPEG, Office Open XML, PDF, PDF A/-1b, PDF (Apply Policy), PDF (optimize for web), PDF (user signature), compact PDF, PDF (device signature), encrypted PDF, searchable PDF, Trace & Smooth PDF, TIFF, XPS, XPS (user

		signature), compact XPS, XPS (device signature), searchable XPS
Scan/Image Software	Opt PageScope Workware	Std Canon Color Network ScanGear 2
OCR Software	Opt PageScope Workware	Std Canon proprietary OCR software
File Mgmt Software	Opt PageScope Workware	Info not avail
Other	Scan to WebDAV, DPWS, USB and box; scan speeds at 600 dpi resolution, 40 ipm color/40 ipm black; file formats include JPEG, TIFF, PDF, compact PDF, encrypted PDF, outline PDF, XPS and compact XPS	Scan to WebDAV, mailbox, Super G3 fax (optional) and IP fax (optional); optional file formats supported include PDF user signature, PDF Trace & Smooth and XPS user signature; skip blank page

## COMMENTS

Uses an all-in-one architecture that shares resources among functions, eliminating the need for separate boards for individual functions; bizhub Extended Solution Technology (bEST) allows for integration of third-party software; i-Options allow access to the web via the device's control panel-LK-102 provides additional security (encrypts PDFs using AES 128-bit encryption, applies digital IDs and signature, prevents unauthorized retrieval and ensures integrity of document); 5% page coverage per color, 20% total page coverage; thumbnail previewing of printed documents; CS Remote Care provides proactive service support; opt Biometric Authentication offers "ID and Print" that can scan vein patterns in the finger of a user

Includes uniFLOW Online Express (a cloud document capture and output management solution), advanced security features and Canon's Unified Firmware Platform that pushes updated capabilities to all devices in a fleet; remote diagnostics; motion sensor wakes device up from sleep mode; intuitive user maintenance videos; My ADVANCE allows a user to customize the device display (language, initial log in screen, accessibility options) across multiple devices for consistency

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# **SECTION III**

## **D**



**A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICE AGREEMENT BETWEEN THE CITY OF BELTON AND BREIT CONSTRUCTION, LLC FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO FOUR (4) ADDITIONAL ONE (1) YEAR RENEWALS.**

**WHEREAS**, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement with two contractors – Precision Construction & Contracting, LLC and Pyramid Excavation and Construction, Inc. and

**WHEREAS**, the City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Service on February 15, 2019 and received proposals from three companies – Breit Construction, LLC; The Janik Group, LLC; and Wiedenmann, Inc. Wiedenmann, Inc. did not submit all of the required documents. Staff recommends the addition of two additional On-Call Water, Wastewater, and Stormwater Service contractors – Breit Construction, LLC and The Janik Group, LLC. This resolution is for the approval of Breit Construction, LLC; and

**WHEREAS**, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and Breit Construction, LLC is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, and stormwater emergencies.

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

**SECTION 1.** That this resolution authorizing and approving the On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Breit Construction, LLC, attached as **Exhibit A**, for a term of one (1) year with the option of up to four (4) additional one (1) year renewals is hereby approved for purposes described above.

**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 off \_\_\_\_\_, 2019

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 9, 2019

**DIVISION:** Public Works

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

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

**ISSUE/RECOMMENDATION:**

The City has had an On-Call Water, Wastewater, and Stormwater Services agreement since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement with two contractors – Precision Construction & Contracting, LLC and Pyramid Excavation and Construction, Inc. The City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Service on February 15, 2019 and received proposals from three (3) companies – Breit Construction, LLC; The Janik Group, LLC; and Wiedenmann, Inc. Wiedenmann, Inc. did not submit all of the required documents. Staff recommends the addition of two additional On-Call Water, Wastewater, and Stormwater Service contractors – Breit Construction, LLC and The Janik Group, LLC. Two separate resolutions will be presented with Staff's recommendations.

**IMPACT/ANALYSIS:**

N/A

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

A resolution authorizing and approving the On-Call Water, Wastewater, and Stormwater Service Agreement between the City of Belton and Breit Construction, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

Exhibit A – On-Call Water, Wastewater, and Stormwater Service Agreement



**CITY OF BELTON**  
PUBLIC WORKS DEPARTMENT  
506 Main Street  
Belton, MO 64012  
(816) 331-4331

### Request for Proposals

The City of Belton ("CITY") invites interested contractors ("BIDDERS") to submit a signed and sealed proposal for repair services on an as-needed basis for the City's water distribution system, wastewater collection system and stormwater collection infrastructure. Proposals must be delivered, as described herein, to the City of Belton, City Hall – City Clerk's office, 506 Main Street, Belton, MO 64012 no later than: 10:00 a.m., March 8, 2019. Immediately following, a proposal opening will be held at 10:00 a.m., March 8, 2019. All proposals will be opened at that time and the BIDDER'S names will be read aloud.

All Bids must be in accordance with the Plans and other Bidding Documents on file at the Drexel Technologies public plan room located on-line at: [www.drexeltech.com](http://www.drexeltech.com). Bidders must fill out the on-line registration to request Bidding Documents, Plan Holder's Lists, AND TO RECEIVE ADDENDA. Viewing low resolution images of the documents on-line is free, however, there will be a nonrefundable charge for downloading and for hard copies. For access assistance, please contact Drexel directly at (913) 471-4430.

**Please note:** The City of Belton and Drexel Technologies are the only authorized sources for the Request for Proposal documents. Documents obtained from any other source will not be considered. All proposals are subject to the terms and conditions herein. All questions regarding this Request for Proposals should be directed to the contact provided below:

Assistant City Engineer      Nikia Freiberger, EIT      [nfreiberger@belton.org](mailto:nfreiberger@belton.org)      816-331-4331

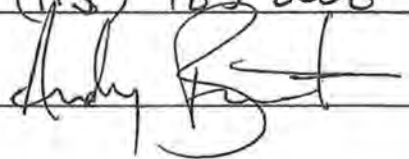
Company Name: BREIT CONSTRUCTION LLC

Company Address: PO Box 551 Raymore, MO 64083

Authorized Representative: Andy Breit      Title: General Manager

Authorized Representative's Email: andy.breit@breitconstructionllc.com

Phone No.: (913) 485-8008

Signature:       Date: 3/7/2019



## Request for Proposals

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#### **SECTION 1. INTENT**

The City's Operations Divisions maintain labor, equipment, parts and material resources to complete most maintenance and repair activities. On occasion, the scope of scheduled and/or emergency repairs will exceed the capacity of existing equipment and personnel needs. Hence, additional resources may be needed to complete the repair(s).

It is CITY's intent to award a contract(s) to qualified contractor(s) to provide Repair Services on an **AS NEEDED BASIS** for the CITY's Water Distribution System, Waste Water Collection System, and Storm Water Collection System infrastructure as a yearly contract for the Public Works Operations Divisions. The CITY reserves the right, if it is in their best interest, to select the most qualified CONTRACTOR(s) based on the criteria set forward in this Request for Proposals.

#### **SECTION 2. SCOPE OF WORK**

The City of Belton is seeking proposals from qualified contractors to provide Repair Services for water distribution system, waste water collection system, and storm water collection system infrastructure as a yearly contract for the Public Works Operations Divisions. The City desires that the Contractor is a PARTNER in providing cost-effective solutions.

These jobs are generally in response to system failures requiring an immediate (emergency) response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner, or in situations where City resources are being utilized and are required to remain focused on task at hand. The selected contractors could also be called upon in the case of natural disasters to assist with system repairs and clean-up.

It is also possible that for the sake of cost-effectiveness in delivering services to the community that small projects are identified and the on-call contractors are asked to submit bids on the projects without public advertisement. These types of efforts could be in a design-build environment where the contractor and the City's on-call engineering firm may be called upon to determine and construct the best solution.

Contractors are required to begin mobilization activities upon notification by Operation's Management of a condition, given time to assess the scope of work and an appropriate set of equipment and personnel to complete the work.

Because this work involves the repair of buried infrastructure, the scope of each job may not be entirely known until work commences. All repairs will be subject to the standards outlined in the City of Belton's Code of Ordinances, current City's Design and Construction Manual, American Public Works Association guidelines, and American Water Works Association guidelines.

An Public Works Supervisor will be on site for the duration of the job to resolve questions regarding job scope and to facilitate communication with other entities as needed to complete a repair.

Materials needed to complete a repair will be provided by the City whenever those materials are immediately available through inventory. Where parts are not immediately available, the contractor will procure and include those materials as part of the job.

All labor rates shall comply with the current State Prevailing Wage Order.

### **SECTION 3. QUESTIONS, INTERPRETATIONS AND ADDENDA**

The CITY reserves the right to officially modify or cancel the Request for Proposals after issuance. Such modifications will be made only by written addendum, a copy(s) of which must be submitted with the BIDDER'S Proposal.

Questions should be addressed to the City Staff identified herein. If time permits, such questions should be submitted in writing. The City reserves the right to require that all questions be submitted in writing. The City reserves the right to provide such questions and answers to all prospective BIDDERS in the form of an addendum for clarification to the Request for Proposals. Questions received after the date set in SECTION 8. PROPOSED TIME SCHEDULE may not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. **Any and all addenda must be acknowledged and included in the submission of the proposals.**

**Assistant City Engineer**      Nikia Freiburger, EIT      [nfreiberger@belton.org](mailto:nfreiberger@belton.org)      816-331-4331

### **SECTION 4. MANDATORY SITE VISITS**

Not required for submittal.



## **SECTION 5. SUBMISSION REQUIREMENTS**

Note: proposals will not be accepted after the deadline for submission. Proposals that arrive after the deadline will be returned to the contractor unopened.

Sealed proposals must be received as described on the Cover Page of this Request for Proposals. The outside of each envelope/package shall include BIDDER's name and address and shall be labeled "**ON-CALL WATER, WASTEWATER AND STORMWATER SERVICE PROPOSAL**". The BIDDER shall submit the following documents and information as part of its proposal. One (1) original copy of each item shall be submitted:

- Cover Page, completed and signed
- Quality Assurance Plan – per SECTION 6. EVALUATION CRITERIA
- Any Addenda issued in relation to this Request for Proposals
- Attachment 1 – Bid Affidavit
  - A copy of an insurance certificate
  - A copy of a certificate from the Missouri Secretary of State
  - The bidder's federal employer identification number
  - Attachment A or Attachment B
- Attachment 2 – Bid Page
- Attachment 3 – References
- Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program
- Attachment 5 – On-Call Water, Wastewater, and Stormwater Services Contract, properly signed by contractor, do not date first page of contract

**Note:** The BIDDER is cautioned that it is their sole responsibility to submit the information. The CITY is under no obligation to solicit such information if it is not included in the BIDDER'S original proposal. Failure to provide such information may affect the evaluation of the BIDDER'S proposal.

## **SECTION 6. EVALUATION CRITERIA**

The quality of the finished project is important to the City of Belton and its citizens. The City will consider the contractor's approach to developing and completing a project of the highest quality as part of the proposal evaluation to ensure the contractor's ability to meet or exceed the citizens' expectations. The Quality Assurance Plan can earn up to 50 points total. As part of the Proposal, the BIDDER shall submit a written Quality Assurance Plan to describe and outline at a minimum the following:

- **Organization of the Quality Assurance Plan (5 points):** Organization of the Quality Assurance Plan submitted by Contractors will be evaluated and considered including if it was clear, legible, easy to understand, and professional in appearance.
- **Project Contact Experience/Qualifications (14 points):** Provide a narrative titled "Qualifications and Experience" describing the Contractors project organization and its qualifications and experience and ability to perform the work. Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.) Provide project descriptions of similar projects completed within the last seven years which best illustrate Bidder's ability to successfully perform the work required as part of the Project. To the extent possible, Bidder should focus on projects that were similar in nature to the Project, that were of comparable size and complexity, and that were performed for public bodies. Provide a contact name, with current address and telephone number, for the owner.

- **Quality of Subcontractors (7 points):** Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project construction subcontractors and major suppliers. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication. Provide company profiles for each subcontractor.
- **Identification, Plan to Address Quality Requirements (6 points):** Provide a narrative describing the Contractor's approach to the construction of the project that will ensure a high quality project that meets and exceeds the standard specifications which includes testing, monitoring, and documenting. Describe how the Contractor will approach differing field conditions and their resolution process.
- **Customer Service Program (5 points):** Provide a narrative describing the Contractor's approach to providing communication to the adjacent property owners and businesses regarding construction activities, changes in construction phasing, and changes to their utilities. The communication plan should also address communication with the emergency services.
- **Approach to Traffic Control (5 points):** Provide a narrative describing the Contractor's approach to maintaining access and minimizing impacts to the public during construction of the project. Provide drawings and/or sketches depicting construction phasing, traffic control and access maintenance that may better suit the means and methods of construction identified by the Contractor.
- **Approach to Project Clean Up/Closeout (5 points):** Provide a narrative describing the Contractor's approach to project clean up and close out. City representative(s) and Contractor will discuss tasks to be performed at work site, during repair activity, for cleanup and close out. Decisions will be made at that time by City representative(s) as to who will complete and/or be responsible for the cleanup and close out of debris, materials, etc. for the repair project.
- **Any additional information or effort included will also be considered in the evaluation of the Quality Assurance Plans (3 points).**

**Note:** The BIDDER is cautioned that it is their sole responsibility to submit the information. The CITY is under no obligation to solicit such information if it is not included in the BIDDER'S original proposal. Failure to provide such information may affect the evaluation of the BIDDER'S proposal.

## **SECTION 7. EVALUATION PROCESS**

The contract will be awarded to responsive BIDDER(s) whose evaluation by CITY indicates to CITY that BIDDER is responsible and qualified to perform the work.

The CITY will consider a proposal nonresponsive if: (i) it is incomplete; (ii) critical information is lacking, or (iii) the submission represents a major deviation from the requirements of this Request for Proposals. Minor omissions or informalities may be waived at the sole option and discretion of the CITY. The CITY also reserves the right to reject any and all proposals, and make no award as a result of this Request for Proposals. BIDDER'S proposals will be evaluated as follows:

- A. City Staff members will review and rank all proposals individually according to the criteria established in SECTION 6. EVALUATION CRITERIA of this Request for Proposals. City Staff

may contact BIDDER if any clarification is needed on a proposal.

- B. BIDDERS whose proposals are ranked the highest by the City Staff may be asked to participate in an interview process to ensure a mutual understanding of both the CITY's requirements and the BIDDERS proposal. Interviews may be conducted either in person or by telephone. City Staff may decide that interviews are not necessary and may make recommendations for award based solely on the information provided in the proposals.
- C. The BIDDER(s) that provide the CITY with the most responsive, responsible and cost-effective proposal based on the established evaluation criteria will be recommended to the Belton City Council for approval.

**Note:** In accordance with federal, state and local laws, the proposal documents will be available for public review following any one of these actions: 1) rejection of all proposals, 2) posting of a Notice of Intent to Award, 3) execution of the contractual agreement.

## **SECTION 8. PROPOSED TIME SCHEDULE**

Deadline for Questions	10:00 AM CST, March 4, 2019
Proposal Submission Deadline	10:00 AM CST, March 8, 2019
Proposal Opening at Belton City Hall Annex	10:00 AM CST, March 8, 2019
Proposal Evaluations	March 11, 2019 – March 15, 2019
City Council First Reading	March 26, 2019

Note: All dates are tentative and are subject to change.

## **SECTION 9. RIGHT OF PROTEST**

Any protest must be filed with the CITY in writing within five (5) business days of the date of the posting of the Notice of Intent to Award. The CITY shall be responsible for directly notifying BIDDERS, by notice to the contact information provided by BIDDERS on the Cover Page herein, of the Notice of Intent to Award. Protests must be received in the office of the Director of Public Works, and must contain the company name, address, phone number and signature of the authorized representative, Invitation to Bid number, a detailed statement describing the grounds for the protest and supporting evidence or documents to substantiate the claim. The CITY will review the information provided and issue a written decision within five (5) business days of receipt of the protest.

Contractor: BREIT CONSTRUCTION LLC

## ATTACHMENT NO. 1 – BIDDERS AFFIDAVIT

STATE OF Missouri

COUNTY OF Cass

Before me, the undersigned authority, personally appeared, who, being by me duly sworn deposed as follows:

I am authorized to make this Affidavit on behalf of the named bidder, I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

1. The following listed items are included in the sealed bid documents to which this Affidavit is attached:
  - a. Cover Page, completed and signed
  - b. Quality Assurance Plan – per SECTION 6. EVALUATION CRITERIA
  - c. Any Addenda issued in relation to this Request for Proposals
  - d. Attachment 1 – Bid Affidavit
  - e. Attachment 2 – Bid Page
  - f. Attachment 3 – References
  - g. Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program
  - h. Attachment 5 – On-Call Water, Wastewater, and Stormwater Services Contract, properly signed by contractor, do not date first page of contract
  - i. A copy of an insurance certificate from an insurance company licensed to do business in Missouri, or in the state in which the bidder has its principal office, showing that the bidder is insured for general, automobile, employer's and workers' compensation liability;
  - j. If the bidder is a corporation, a copy of a certificate from the Missouri Secretary of State, or from the state in which the bidder is incorporated, dated no more than three (3) months before the date of the bid opening, showing that the bidder is currently in good standing, or if the bidder is not a corporation and is not doing business in the name of the proprietor, a copy of the bidder's fictitious name registration from the Missouri Secretary of State;
  - k. The bidder's federal employer identification number;
  - l. A statement by the bidder, attached to this Affidavit as "Attachment A" listing, for the two years immediately preceding the date of the bid, all written notices of violations of (1) the Davis-Bacon Act (40 U.S.C. Sec. 276a et seq.) received from the United States Department of Labor; (2) the Missouri Prevailing Wages on Public Works Act (RSMo Sec. 290.210 et seq.) received from the Missouri Department of Labor and Industrial Relations; (3) any similar statute of the state in which the bidder has its principal office received from that state, and listing all contracts on which penalties for the referenced statutes were assessed against the bidder or paid by the bidder to the United States, to Missouri or any of its political subdivisions, or to the state in which the bidder has its principal office; or a statement, attached to this Affidavit as "Attachment B", that there have been no such written notices of violations received or such penalties assessed or paid.



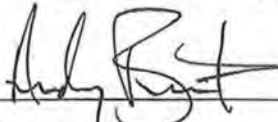
Contractor: BREIT CONSTRUCTION LLC

2. The bidder is current on payment of:
  - a. Federal income tax withholding, and
  - b. State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which the bidder has its principal office.
3. That if provided with written notice of intent to contract by the City of Belton, the bidder will furnish the following to the City, within the timeframes stated in the bid documents or within ten (10) days after request by the City:
  - a. Bonds and insurance certificates as required in the bid documents;
  - b. Copies of all licenses and permits required by the City to perform the work;
  - c. For foreign corporations, a copy of a certificate of good standing from the Missouri Secretary of State, dated no more than three (3) months before the date furnished to the City;
4. That before any subcontractor of the bidder begins work on this project, the bidder will obtain the following documentation from that subcontractor, and will retain the documentation in its contract files in accordance with contract requirements:
  - a. A copy of the subcontractor's certificate of corporate good standing or a copy of its fictitious name registration from the Missouri Secretary of State;
  - b. Copies of all licenses required by the City to perform the work;
  - c. Evidence that the subcontractor is insured for general, automobile and employer's and workers compensation liability, in the Missouri unemployment compensation fund;
  - d. Evidence (which may be a copy of its most recent quarterly contribution and wage report) that it is a participant in the Missouri unemployment compensation fund;
  - e. A statement by the subcontractor listing, for the two years immediately preceding the date of the bid, all written notices of violations of (1) the Davis-Bacon Act (40 U.S.C. Sec. 276a *et seq.*) received from the United States Department of Labor, (2) the Missouri Prevailing Wages on Public Works Act (RSMo Sec. 290.210 *et seq.*) received from the Missouri Department of Labor and Industrial Relations, (3) any similar statute of the state in which the subcontractor has its principal office received from the state, and listing all contracts on which penalties for the referenced statutes were assessed against the subcontractor or paid by the subdivisions, or to the state in which the subcontractor has its principal office; or a statement that there have been no such written notices of violations received or such penalties assessed or paid.
5. The bid contains no modifications, deviation, riders or qualifications.
6. Buy American Requirements. Any manufactured good or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States of America, unless accepted by the provisions of the contract documents or of the Missouri Domestic Product Procurement Act (RSMo Sec. 34.350 *et seq.*).
7. Representation Against Contingent Fees. Neither the Proposal nor the computations upon which it is based include any amount of monies, estimate or allowance representing wages, monies or expenses, however designated, proposed to be paid to persons who are not required to furnish material or actually perform services upon or as a part of the proposed project.

Contractor: BREIT CONSTRUCTION LLC

8. Occupation Statement. The undersigned is duly authorized to submit the bid by the contractor, and said bid is made in the character or capacity checked in this paragraph, and it is signed with full understanding of the contract documents and the terms of the bid:

☐ Individual      ☒ Partnership      ☐ Joint Venture  
☐ Missouri Corporation      ☐ Foreign Corporation

  
(BIDDER Signature)

Andy Brit  
(BIDDER Printed Name)

In witness whereof, I have hereunto subscribed my name and affixed my official seal this 11<sup>th</sup> day of March, 2019.

  
NOTARY PUBLIC



My Commission Expires: Aug. 12 2020



Contractor: BREIT CONSTRUCTION LLC

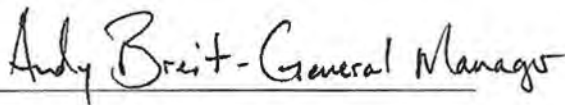
**Attachment B**

Bidder's Statement pursuant to paragraph 1.e. of the Bidder's Affidavit.

There have been no such written notice of violations received or penalties assessed or paid.

  
\_\_\_\_\_

(BIDDER Signature)

  
\_\_\_\_\_

(BIDDER Printed Name)

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***BREIT CONSTRUCTION, LLC***  
***LC0027162***

was created under the laws of this State on the 8th day of April, 1999, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 7th day of March, 2019.

  
Secretary of State



Certification Number: CERT-03072019-0114

Contractor: BREIT CONSTRUCTION LLC

**ATTACHMENT NO. 2 – BID FORM**

EMERGENCY LABOR RATES		
Shop Labor, regular time	\$ <u>85.00/hr</u> minimum	\$ <u>120.00/hr</u> maximum
Shop Labor, overtime	\$ <u>120.00/hr</u> minimum	\$ <u>260.00/hr</u> maximum
Field Labor, regular time	Prevailing Wage	\$ <u>245.00/hr</u> maximum

- Minimum labor rates, overtime schedules, and holiday schedules will be determined by the current State Annual Wage Order. Certified payrolls must accompany all invoices prior to payment by City.
- All equipment and materials should be included in detail on the invoices at cost.
- The City will allow up to a 15% markup on invoices for overhead and profit.
- The City of Belton is a Tax Exempt entity and the City will provide Contractor a Tax Exempt Certificate per project.

Contractor: BREIT CONSTRUCTION LLC

### ATTACHMENT NO. 3 - REFERENCES

Contractor must provide references for experience in providing similar services to municipalities during the past five (5) years with customer's company name, point of contact, telephone numbers and years contract has been held.

1. Company City of Raymore  
Contact Paschal Smith - Inspector  
Phone No. (816) 331-1852  
Years Held N/A
2. Company City of Lake Lotawana  
Contact Keith Herzberg - Public Works Director  
Phone No. (816) 578-4215  
Years Held 2
3. Company City of Raymore  
Contact Phil Becker - Inspector  
Phone No. (816) 331-1852  
Years Held N/A
4. Company Raymore-Peculiar R-II School District  
Contact Scott Dobson - Director of Facilities  
Phone No. (816) 892-1361  
Years Held N/A
5. Company \_\_\_\_\_  
Contact \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Years Held \_\_\_\_\_



Contractor: BREIT CONSTRUCTION LLC

**ATTACHMENT NO. 4 – AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now Andy Breit (Name) as General Manager (Position Held) first being duly sworn, on my oath, affirm Breit Construction LLC (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Breit Construction LLC (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).*

Andy Breit  
Signature (Person with Authority)

Andy Breit  
Printed Name

General Manager  
Title (Person with Authority)

3/7/2019  
Date

Subscribed and sworn to me before this 7<sup>th</sup> of March, 2019. I am commissioned, and affix my official seal, as a notary public within the County of Cass, State of Missouri, and my commission expires on Aug. 12, 2020, 20  .

Stephanie K Brandes  
Signature of Notary

7<sup>th</sup> March 2019  
Date



**ATTACHMENT NO. 5 – ON-CALL WATER, WASTEWATER, AND  
STORMWATER SERVICE AGREEMENT**





CITY OF BELTON  
PUBLIC WORKS  
DEPARTMENT  
506 Main Street  
Belton, MO 64012  
(816) 322-1885  
FAX (816) 322-5031

## ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and BREIT CONSTRUCTION LLC, a partnership, authorized to conduct business in Missouri and located at 302 W. Walnut Raymore, MO ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires repair, maintenance and/or minor construction services on an as needed basis for the water distribution system, wastewater collection system and stormwater collection system infrastructure as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

### ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be \_\_\_\_\_ ("Effective Date").

### ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall provide repair services for the CITY water distribution system, waste water collection system, and storm water collection system infrastructure ("System") as a yearly contract for the Public Works Operations Divisions and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least sixty percent (60%) of the Services described herein, throughout the term of this Agreement.

CONTRACTOR shall, upon the CITY's request, respond to and make necessary repairs to system failures requiring an immediate response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include, at the CITY's request, those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner. CONTRACTOR may also be called upon in the case of natural disasters to assist with system repairs and clean up.

CONTRACTOR may be asked to submit bids on small projects that are identified without public advertisement. These projects may be in the design-build environment where CONTRACTOR and CITY's Engineer may be called upon to determine and construct the best solution.

CONTRACTOR shall be responsible for assuring that all repairs fall within the parameters outlined in the CITY Code of Ordinance's, current CITY's Design and Construction Manual, American Public Works Association's guidelines and American Water Works Association's guidelines.

The CITY reserves the right to add and/or delete locations for service under this Agreement due to budget, development, or changes to procedures/policies. The CITY reserves the right during the term of this Agreement to make in-house repairs itself and to receive separate bids for repair of the CITY's water, wastewater and storm water infrastructure as the CITY deems necessary in its sole discretion.

### **ARTICLE 3 – PERIOD OF SERVICE**

This agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for one (1) additional one (1) year term, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a performance appraisal (i.e., **Attachment 7 – Performance Appraisal** to the Request for Proposals) before determining that a renewal with CONTRACTOR is in the CITY's best interest.

### **ARTICLE 4 – COMPENSATION**

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in **Article 2** and as described in the Contract Documents, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the CITY.

Services requested and work complete under this Agreement may be done in either an emergency basis or planned basis. Generally, the CITY's intent is to the following:

- 1) Award emergency Task Agreements as a not-to-exceed time and materials bid, utilizing labor rates as set forth by **Attachment 2 – Bid Form**,  
OR
- 2) Award planned Task Agreements as a fixed-price bid with unit rates, utilizing bid items and quantities identified by the CITY and provided to the CONTRACTOR prior to bidding.

Upon request, CONTRACTOR will prepare and submit to the CITY a bid of the total cost associated with such services in a not-to-exceed amount on the form provided in **Attachment 6 – Task Agreement**. Prior to bidding, the CITY at the CITY's discretion will identify whether the bid shall be a time and materials bid or fixed-price bid as described herein. The CITY will review and approve in writing such bid for services, and the total compensation and reimbursement to be paid by the CITY to the CONTRACTOR for such approved services shall not exceed the approved amount.

Labor rates set forth by **Attachment 2 – Bid Form** shall be in effect for the duration of the Period of Service. If the contract is renewed for one (1) additional one (1) year period as described in **Article 3**, the Contractor and City may negotiate the labor rates within reason.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed and any materials procured by the CONTRACTOR with the fixed percentage markup of five percent. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of

satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

#### **ARTICLE 5 – BONDS**

CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the task price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by sub-contractor or otherwise, all as required by R.S.Mo. § 107.170.. These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due.

#### **ARTICLE 6 – PERMITS AND LICENSES**

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

#### **ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Service stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

#### **ARTICLE 8 – LIABILITY AND INDEMNIFICATION**

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.



## ARTICLE 9 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement 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, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence

\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability 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. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED**

**COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR 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.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

**ARTICLE 10 – EXCESSIVE UNEMPLOYMENT**

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

**ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE**

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such reasonable extensions upon presentation of documentation of the periods of such delays.

**ARTICLE 12 – TERMINATION**

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right

to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

#### **ARTICLE 13- SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 14 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns.

#### **ARTICLE 15 – ASSIGNMENT**

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

#### **ARTICLE 16 – NO THIRD PARTY RIGHTS**

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

#### **ARTICLE 17 – INDEPENDENT CONTRACTORS**

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

#### **ARTICLE 18 – MODIFICATIONS/AMENDMENTS**

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.



#### ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

#### ARTICLE 20 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

#### ARTICLE 21 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: Andy Breit, General Manager, PO Box 551 Raymore, MO 64083

CITY:

Celia Duran, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

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

AND

Padraic Corcoran, City Attorney, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

#### **ARTICLE 22 – SEPARATE AGREEMENTS**

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

#### **ARTICLE 23 – SURVIVAL OF TERMS**

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

#### **ARTICLE 24 – CITY'S LEGISLATIVE POWERS**

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

#### **ARTICLE 25 – WAIVER**

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

#### **ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT**

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

#### **ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM**

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of

beginning work on the project. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

#### **ARTICLE 28 – CONFLICT OF INTEREST**

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

#### **ARTICLE 29 – BUY AMERICAN PREFERENCE**

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

#### **ARTICLE 30 – PRICING**

All pricing and percentage bids are to be offered and items delivered with the terms of Freight On Board (FOB) Destination, Freight Prepaid, and Allowed. Services are to be bid including transportation and time costs to the CITY's location. No additional charges for expenses, freight, mileage, time (other than repair labor), or similar items will be accepted or paid by the CITY under this Agreement.

#### **ARTICLE 31 – PROJECT SCHEDULE**

Project schedule is determined by each Task Agreement.

#### **ARTICLE 32 – PREVAILING WAGES**

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

#### **ARTICLE 33 – ENVIRONMENTAL NOTICE**

CONTRACTOR should be aware of the highly corrosive effects of hydrogen sulfide that is present at some CITY jobsites. CONTRACTOR shall provide corrosion resistant protective coatings where needed on CITY materials and or parts as a part of any repairs, rebuilds or replacements provided hereunder.

#### **ARTICLE 34 – PARTS PROTECTIVE COATING**

The CITY requires and CONTRACTOR shall provide that each fire hydrant, valve, valve box cover, pipe, water meter lid with ring assembly and manhole lid with ring assembly included within the Services herein is to be painted and or coated with an appropriate hard surface protective coating, which matches the original paint color or coating of the part(s) sent in for service, unless otherwise specified.

#### **ARTICLE 35 – RESPONSE TIME**

The CONTRACTOR must respond to the requested jobsite within one (1) hour of a request for service by a representative of the CITY. CONTRACTOR services are to be available 24 hours a day, 365 days a year.

CONTRACTOR's field crew members and equipment is required to respond and be on-site within two (2) hours of receiving the CITY call, including evenings, weekends and holidays.

Emergency repairs will be defined on a case by case by the CITY in its sole discretion, but typically involve events that compromise the CITY's ability to provide needed services, occur during storm events, flooding, power outages, and similar events, but may also include the inability to keep a certain percentage of infrastructure in a particular location operating ("Emergency Repairs").

#### **ARTICLE 36 – ESCALATOR PROVISION**

Prices throughout the first year of this Agreement shall remain fixed as described on Article 4. Written request for price revisions after the first year shall be submitted in advance of any action by CONTRACTOR to provide Services under this Agreement. Request for such revisions must include documentation of the actual change in the cost of the components involved in this Agreement. The CITY reserves the right to reject any price increase and to terminate the Agreement in the event the Parties cannot mutually agree to such revisions.

#### **ARTICLE 37 - WARRANTY**

- A. The CONTRACTOR shall provide to the CITY a warranty to include at a minimum, but not limited to the following:
  - a. In addition to any other warranties in this Agreement, the CONTRACTOR warrants that all work and products supplied by the CONTRACTOR under this Agreement conforms to the Agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the CONTRACTOR.
  - b. The CONTRACTOR shall remedy at the CONTRACTOR'S expense any non-conforming or defective products or work. In addition, the CONTRACTOR shall remedy at CONTRACTOR'S expense any damage to real or personal property owned by the CITY and or their CUSTOMERS when that damage is the result of a defect of products or service furnished.
  - c. This warranty shall continue for a period of one (1) year from date of acceptance of products and work by the CITY.
  - d. The CITY shall notify the CONTRACTOR within a reasonable time after the discovery of any failure, defect, or damage.
  - e. If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the CITY shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR'S expense.
  - f. This warranty shall not include failures attributable to accident, fire, or negligence on the part of operating personnel.
- B. With respect to all warranties, expressed or implied, from manufacturers or suppliers for materials furnished under this Agreement, the CONTRACTOR shall:
  - a. Obtain all warranties that would be obtained in normal commercial practice.
  - b. Enforce all warranties for the benefit of the CITY.



#### **ARTICLE 38 – TRANSPORTATION**

CONTRACTOR shall be responsible for pickup and delivery of all CITY materials and parts required to perform the Services. All transportation of CITY materials and parts for work ordered under the Agreement shall be at the CONTRACTOR'S expense and risk.

#### **ARTICLE 39 – WORK TIME**

Time for Service labor will be actual time worked on the CITY's jobsite or CONTRACTOR'S shop to the nearest one-quarter (1/4) hour. Time will not be charged to the CITY for breakdowns, CONTRACTOR'S delays or servicing delays.

#### **ARTICLE 39 – SUBCONTRACTING**

CONTRACTOR shall not sub-contract more than 40% percent of the Services, as measured on a calendar monthly basis. CONTRACTOR may not utilize any sub-contractor which was not identified in its bid documents and approved by the CITY without the prior written permission of the appropriate division Superintendent.

#### **ARTICLE 40 – REPORTING**

CONTRACTOR shall provide a monthly written report itemizing all maintenance, repairs, rebuilds and replacements that were made, including a detailed listing of all parts installed.

#### **ARTICLE 41 – CONTRACT DOCUMENTS**

All of the following are considered Contract Documents and are incorporated into this Service Agreement:

- Cover Page, completed and signed
- Quality Assurance Plan
- Any Addenda issued in relation to this Request for Proposals
- Attachment 1 – Bid Affidavit
- Attachment 2 – Bid Page
- Attachment 3 – References
- Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program
- Attachment 5 – On-Call Water, Wastewater, and Stormwater Service Agreement
- Attachment 6 – Task Agreement
- Attachment 7 – Performance Appraisal

*[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]*

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

BREIT CONSTRUCTION LLC  
(CONTRACTOR)

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by CONTRACTOR this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by CITY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BELTON, MISSOURI**

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

**CONTRACTOR**

Address and facsimile number of

Contractor:

BREIT CONSTRUCTION LLC

PO Box 551

Raymore, MO 64083

Fax - (816) 322-1241

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

Printed Name: Jeff Davis

Title: Mayor

By: Andy Breit

Printed Name: Andy Breit

Title: General Manager

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

Printed Name: Andrea Cunningham

Title: City Clerk  
(Affix City Seal)

Attested By: Steve Sherrer

Printed Name: Steve Sherrer

Title: Contractor  
(Affix Corporate Seal, if applicable)

Approved as to form:

\_\_\_\_\_  
Padraic Corcoran, City Attorney, City of Belton, Missouri (date)



## Attachment 6



### PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:									
Ordinance or Resolution:	Task Agreement No:				Not-to-exceed amount:  Date of Schedule of Hourly Rates and Expenses:				
Project Title:					<input type="checkbox"/> Time and Materials   OR <input type="checkbox"/> Fixed Price				
Contractor/Consultant (including subs):					Division and Staff Project Manager:				
Project Management Manual reviewed:					Attachments (Gantt Chart, etc.):				
PROJECT Scope (can be in the form of an attachment):									
<b>Staff Signatures</b>					<b>Partner Signatures</b>				
<b>Director of Public Works:</b> Celia Duran		<b>City Manager:</b> Alexa Barton			<b>Project Manager:</b>			<b>Company Principal (if different):</b>	
Signature: _____ Date: _____		Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____	
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater
Insurance Requirements met:									
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.									

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

## ATTACHMENT 7 – PERFORMANCE APPRAISAL

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

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

What type of activities was this provider responsible for? (circle all that apply)

Stormwater	Construction	Conceptual – Problem Solving	Transportation	Water	Wastewater
------------	--------------	------------------------------------	----------------	-------	------------

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

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

Quality of work:  
Comments:

Responsiveness:  
Comments:

Customer Service (community):  
Comments:

Communication:  
Comments:

Cooperation with others:  
Comments:

Creativity/Innovation:  
Comments:

Overall Performance:

# **SECTION III**

## **E**

**A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICE AGREEMENT BETWEEN THE CITY OF BELTON AND THE JANIK GROUP, LLC FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO FOUR (4) ADDITIONAL ONE (1) YEAR RENEWALS.**

**WHEREAS**, the City has had On-Call Water, Wastewater, and Stormwater Services agreements since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement with two contractors – Precision Construction & Contracting, LLC and Pyramid Excavation and Construction, Inc. and

**WHEREAS**, the City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Service on February 15, 2019 and received proposals from three companies – Breit Construction, LLC; The Janik Group, LLC; and Wiedenmann, Inc. Wiedenmann, Inc. did not submit all of the required documents. Staff recommends the addition of two additional On-Call Water, Wastewater, and Stormwater Service contractors – Breit Construction, LLC and The Janik Group, LLC. This resolution is for the approval of The Janik Group, LLC; and

**WHEREAS**, the City Council believes the On-Call Water, Wastewater, and Stormwater Services Agreement between the City of Belton and The Janik Group, LLC is beneficial to the citizens of Belton giving pre-approved contractors an opportunity to respond in a timelier manner to water, wastewater, and stormwater emergencies.

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

**SECTION 1.** That this resolution authorizing and approving the On-Call Water, Wastewater, and Stormwater Services between the City of Belton and The Janik Group, LLC, attached as **Exhibit A**, for a term of one (1) year with the option of up to four (4) additional one (1) year renewals is hereby approved for purposes described above.

**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 off \_\_\_\_\_, 2019

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to-wit:

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 9, 2019

**DIVISION:** Public Works

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

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

**ISSUE/RECOMMENDATION:**

The City has had an On-Call Water, Wastewater, and Stormwater Services agreement since 2012 to have pre-approved contractors available with pre-approved rates that would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement with two contractors – Precision Construction & Contracting, LLC and Pyramid Excavation and Construction, Inc. The City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Service on February 15, 2019 and received proposals from three (3) companies – Breit Construction, LLC; The Janik Group, LLC; and Wiedenmann, Inc. Wiedenmann, Inc. did not submit all of the required documents. Staff recommends the addition of two additional On-Call Water, Wastewater, and Stormwater Service contractors – Breit Construction, LLC and The Janik Group, LLC. Two separate resolutions will be presented with Staff's recommendations.

**IMPACT/ANALYSIS:**

N/A

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

A resolution authorizing and approving the On-Call Water, Wastewater, and Stormwater Service Agreement between the City of Belton and The Janik Group, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

Exhibit A – On-Call Water, Wastewater, and Stormwater Service Agreement



**CITY OF BELTON**  
PUBLIC WORKS DEPARTMENT  
506 Main Street  
Belton, MO 64012  
(816) 331-4331

### Request for Proposals

The City of Belton ("CITY") invites interested contractors ("BIDDERS") to submit a **signed and sealed** proposal for repair services on an as-needed basis for the City's water distribution system, wastewater collection system and stormwater collection infrastructure. Proposals must be delivered, as described herein, to the City of Belton, City Hall – City Clerk's office, 506 Main Street, Belton, MO 64012 no later than: 10:00 a.m., March 8, 2019. Immediately following, a proposal opening will be held at 10:00 a.m., March 8, 2019. All proposals will be opened at that time and the BIDDER'S names will be read aloud.

All Bids must be in accordance with the Plans and other Bidding Documents on file at the Drexel Technologies public plan room located on-line at: [www.drexeltech.com](http://www.drexeltech.com). Bidders must fill out the on-line registration to request Bidding Documents, Plan Holder's Lists, AND TO RECEIVE ADDENDA. Viewing low resolution images of the documents on-line is free, however, there will be a nonrefundable charge for downloading and for hard copies. For access assistance, please contact Drexel directly at (913) 471-4430.

**Please note:** The City of Belton and Drexel Technologies are the only authorized sources for the Request for Proposal documents. Documents obtained from any other source will not be considered. All proposals are subject to the terms and conditions herein. All questions regarding this Request for Proposals should be directed to the contact provided below:

**Assistant City Engineer**      Nikia Freiburger, EIT      [nfreiberger@belton.org](mailto:nfreiberger@belton.org)      816-331-4331

Company Name: Janik Group LLC (dba The Janik Group)

Company Address: 209 SE 5th Street, Concordia, MO 64020

Authorized Representative: Daniel Janik      Title: President

Authorized Representative's Email: danielj@thejanikgroup.com

Phone No.: 816-560-0119

Signature: *Daniel S Janik*      Date: March 8, 2019

## Request for Proposals

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### SECTION 1. INTENT

The City's Operations Divisions maintain labor, equipment, parts and material resources to complete most maintenance and repair activities. On occasion, the scope of scheduled and/or emergency repairs will exceed the capacity of existing equipment and personnel needs. Hence, additional resources may be needed to complete the repair(s).

It is CITY's intent to award a contract(s) to qualified contractor(s) to provide Repair Services on an **AS NEEDED BASIS** for the CITY's Water Distribution System, Waste Water Collection System, and Storm Water Collection System infrastructure as a yearly contract for the Public Works Operations Divisions. The CITY reserves the right, if it is in their best interest, to select the most qualified CONTRACTOR(s) based on the criteria set forward in this Request for Proposals.

### SECTION 2. SCOPE OF WORK

The City of Belton is seeking proposals from qualified contractors to provide Repair Services for water distribution system, waste water collection system, and storm water collection system infrastructure as a yearly contract for the Public Works Operations Divisions. The City desires that the Contractor is a PARTNER in providing cost-effective solutions.

These jobs are generally in response to system failures requiring an immediate (emergency) response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner, or in situations where City resources are being utilized and are required to remain focused on task at hand. The selected contractors could also be called upon in the case of natural disasters to assist with system repairs and clean-up.

It is also possible that for the sake of cost-effectiveness in delivering services to the community that small projects are identified and the on-call contractors are asked to submit bids on the projects without public advertisement. These types of efforts could be in a design-build environment where the contractor and the City's on-call engineering firm may be called upon to determine and construct the best solution.

Contractors are required to begin mobilization activities upon notification by Operation's Management of a condition, given time to assess the scope of work and an appropriate set of equipment and personnel to complete the work.

Because this work involves the repair of buried infrastructure, the scope of each job may not be entirely known until work commences. All repairs will be subject to the standards outlined in the City of Belton's Code of Ordinances, current City's Design and Construction Manual, American Public Works Association guidelines, and American Water Works Association guidelines.

An Public Works Supervisor will be on site for the duration of the job to resolve questions regarding job scope and to facilitate communication with other entities as needed to complete a repair.

Materials needed to complete a repair will be provided by the City whenever those materials are immediately available through inventory. Where parts are not immediately available, the contractor will procure and include those materials as part of the job.

All labor rates shall comply with the current State Prevailing Wage Order.

### **SECTION 3. QUESTIONS, INTERPRETATIONS AND ADDENDA**

The CITY reserves the right to officially modify or cancel the Request for Proposals after issuance. Such modifications will be made only by written addendum, a copy(s) of which must be submitted with the BIDDER'S Proposal.

Questions should be addressed to the City Staff identified herein. If time permits, such questions should be submitted in writing. The City reserves the right to require that all questions be submitted in writing. The City reserves the right to provide such questions and answers to all prospective BIDDERS in the form of an addendum for clarification to the Request for Proposals. Questions received after the date set in SECTION 8. PROPOSED TIME SCHEDULE may not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. **Any and all addenda must be acknowledged and included in the submission of the proposals.**

**Assistant City Engineer**      Nikia Freiburger, EIT      [nfreiberger@belton.org](mailto:nfreiberger@belton.org)      816-331-4331

### **SECTION 4. MANDATORY SITE VISITS**

Not required for submittal.



## **SECTION 5. SUBMISSION REQUIREMENTS**

Note: proposals will not be accepted after the deadline for submission. Proposals that arrive after the deadline will be returned to the contractor unopened.

Sealed proposals must be received as described on the Cover Page of this Request for Proposals. The outside of each envelope/package shall include BIDDER's name and address and shall be labeled "**ON-CALL WATER, WASTEWATER AND STORMWATER SERVICE PROPOSAL**". The BIDDER shall submit the following documents and information as part of its proposal. One (1) original copy of each item shall be submitted:

- Cover Page, completed and signed
- Quality Assurance Plan – per SECTION 6. EVALUATION CRITERIA
- Any Addenda issued in relation to this Request for Proposals
- Attachment 1 – Bid Affidavit
  - A copy of an insurance certificate
  - A copy of a certificate from the Missouri Secretary of State
  - The bidder's federal employer identification number
  - Attachment A or Attachment B
- Attachment 2 – Bid Page
- Attachment 3 – References
- Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program
- Attachment 5 – On-Call Water, Wastewater, and Stormwater Services Contract, properly signed by contractor, do not date first page of contract

**Note:** The BIDDER is cautioned that it is their sole responsibility to submit the information. The CITY is under no obligation to solicit such information if it is not included in the BIDDER'S original proposal. Failure to provide such information may affect the evaluation of the BIDDER'S proposal.

## **SECTION 6. EVALUATION CRITERIA**

The quality of the finished project is important to the City of Belton and its citizens. The City will consider the contractor's approach to developing and completing a project of the highest quality as part of the proposal evaluation to ensure the contractor's ability to meet or exceed the citizens' expectations. The Quality Assurance Plan can earn up to 50 points total. As part of the Proposal, the BIDDER shall submit a written Quality Assurance Plan to describe and outline at a minimum the following:

- **Organization of the Quality Assurance Plan (5 points):** Organization of the Quality Assurance Plan submitted by Contractors will be evaluated and considered including if it was clear, legible, easy to understand, and professional in appearance.
- **Project Contact Experience/Qualifications (14 points):** Provide a narrative titled "Qualifications and Experience" describing the Contractors project organization and its qualifications and experience and ability to perform the work. Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.) Provide project descriptions of similar projects completed within the last seven years which best illustrate Bidder's ability to successfully perform the work required as part of the Project. To the extent possible, Bidder should focus on projects that were similar in nature to the Project, that were of comparable size and complexity, and that were performed for public bodies. Provide a contact name, with current address and telephone number, for the owner.



- **Quality of Subcontractors (7 points):** Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project construction subcontractors and major suppliers. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication. Provide company profiles for each subcontractor.
- **Identification, Plan to Address Quality Requirements (6 points):** Provide a narrative describing the Contractor's approach to the construction of the project that will ensure a high quality project that meets and exceeds the standard specifications which includes testing, monitoring, and documenting. Describe how the Contractor will approach differing field conditions and their resolution process.
- **Customer Service Program (5 points):** Provide a narrative describing the Contractor's approach to providing communication to the adjacent property owners and businesses regarding construction activities, changes in construction phasing, and changes to their utilities. The communication plan should also address communication with the emergency services.
- **Approach to Traffic Control (5 points):** Provide a narrative describing the Contractor's approach to maintaining access and minimizing impacts to the public during construction of the project. Provide drawings and/or sketches depicting construction phasing, traffic control and access maintenance that may better suit the means and methods of construction identified by the Contractor.
- **Approach to Project Clean Up/Closeout (5 points):** Provide a narrative describing the Contractor's approach to project clean up and close out. City representative(s) and Contractor will discuss tasks to be performed at work site, during repair activity, for cleanup and close out. Decisions will be made at that time by City representative(s) as to who will complete and/or be responsible for the cleanup and close out of debris, materials, etc. for the repair project.
- **Any additional information or effort included will also be considered in the evaluation of the Quality Assurance Plans (3 points).**

**Note:** The BIDDER is cautioned that it is their sole responsibility to submit the information. The CITY is under no obligation to solicit such information if it is not included in the BIDDER'S original proposal. Failure to provide such information may affect the evaluation of the BIDDER'S proposal.

## **SECTION 7. EVALUATION PROCESS**

The contract will be awarded to responsive BIDDER(s) whose evaluation by CITY indicates to CITY that BIDDER is responsible and qualified to perform the work.

The CITY will consider a proposal nonresponsive if: (i) it is incomplete; (ii) critical information is lacking, or (iii) the submission represents a major deviation from the requirements of this Request for Proposals. Minor omissions or informalities may be waived at the sole option and discretion of the CITY. The CITY also reserves the right to reject any and all proposals, and make no award as a result of this Request for Proposals. BIDDER'S proposals will be evaluated as follows:

- A. City Staff members will review and rank all proposals individually according to the criteria established in SECTION 6. EVALUATION CRITERIA of this Request for Proposals. City Staff

may contact BIDDER if any clarification is needed on a proposal.

- B. BIDDERS whose proposals are ranked the highest by the City Staff may be asked to participate in an interview process to ensure a mutual understanding of both the CITY's requirements and the BIDDERS proposal. Interviews may be conducted either in person or by telephone. City Staff may decide that interviews are not necessary and may make recommendations for award based solely on the information provided in the proposals.
- C. The BIDDER(s) that provide the CITY with the most responsive, responsible and cost-effective proposal based on the established evaluation criteria will be recommended to the Belton City Council for approval.

**Note:** In accordance with federal, state and local laws, the proposal documents will be available for public review following any one of these actions: 1) rejection of all proposals, 2) posting of a Notice of Intent to Award, 3) execution of the contractual agreement.

## **SECTION 8. PROPOSED TIME SCHEDULE**

Deadline for Questions	10:00 AM CST, March 4, 2019
Proposal Submission Deadline	10:00 AM CST, March 8, 2019
Proposal Opening at Belton City Hall Annex	10:00 AM CST, March 8, 2019
Proposal Evaluations	March 11, 2019 – March 15, 2019
City Council First Reading	March 26, 2019

Note: All dates are tentative and are subject to change.

## **SECTION 9. RIGHT OF PROTEST**

Any protest must be filed with the CITY in writing within five (5) business days of the date of the posting of the Notice of Intent to Award. The CITY shall be responsible for directly notifying BIDDERS, by notice to the contact information provided by BIDDERS on the Cover Page herein, of the Notice of Intent to Award. Protests must be received in the office of the Director of Public Works, and must contain the company name, address, phone number and signature of the authorized representative, Invitation to Bid number, a detailed statement describing the grounds for the protest and supporting evidence or documents to substantiate the claim. The CITY will review the information provided and issue a written decision within five (5) business days of receipt of the protest.

## ATTACHMENT NO. 1 – BIDDERS AFFIDAVIT

STATE OF Missouri

COUNTY OF Lafayette

Before me, the undersigned authority, personally appeared, who, being by me duly sworn deposed as follows:

I am authorized to make this Affidavit on behalf of the named bidder, I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

1. The following listed items are included in the sealed bid documents to which this Affidavit is attached:
  - a. Cover Page, completed and signed
  - b. Quality Assurance Plan – per SECTION 6. EVALUATION CRITERIA
  - c. Any Addenda issued in relation to this Request for Proposals
  - d. Attachment 1 – Bid Affidavit
  - e. Attachment 2 – Bid Page
  - f. Attachment 3 – References
  - g. Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program
  - h. Attachment 5 – On-Call Water, Wastewater, and Stormwater Services Contract, properly signed by contractor, do not date first page of contract
  - i. A copy of an insurance certificate from an insurance company licensed to do business in Missouri, or in the state in which the bidder has its principal office, showing that the bidder is insured for general, automobile, employer's and workers' compensation liability;
  - j. If the bidder is a corporation, a copy of a certificate from the Missouri Secretary of State, or from the state in which the bidder is incorporated, dated no more than three (3) months before the date of the bid opening, showing that the bidder is currently in good standing, or if the bidder is not a corporation and is not doing business in the name of the proprietor, a copy of the bidder's fictitious name registration from the Missouri Secretary of State;
  - k. The bidder's federal employer identification number;
  - l. A statement by the bidder, attached to this Affidavit as "Attachment A" listing, for the two years immediately preceding the date of the bid, all written notices of violations of (1) the Davis-Bacon Act (40 U.S.C. Sec. 276a et seq.) received from the United States Department of Labor, (2) the Missouri Prevailing Wages on Public Works Act (RSMo Sec. 290.210 et seq.) received from the Missouri Department of Labor and Industrial Relations, (3) any similar statute of the state in which the bidder has its principal office received from that state, and listing all contracts on which penalties for the referenced statutes were assessed against the bidder or paid by the bidder to the United States, to Missouri or any of its political subdivisions, or to the state in which the bidder has its principal office; or a statement, attached to this Affidavit as "Attachment B", that there have been no such written notices of violations received or such penalties assessed or paid.

2. The bidder is current on payment of:
  - a. Federal income tax withholding, and
  - b. State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which the bidder has its principal office.
3. That if provided with written notice of intent to contract by the City of Belton, the bidder will furnish the following to the City, within the timeframes stated in the bid documents or within ten (10) days after request by the City:
  - a. Bonds and insurance certificates as required in the bid documents;
  - b. Copies of all licenses and permits required by the City to perform the work;
  - c. For foreign corporations, a copy of a certificate of good standing from the Missouri Secretary of State, dated no more than three (3) months before the date furnished to the City;
4. That before any subcontractor of the bidder begins work on this project, the bidder will obtain the following documentation from that subcontractor, and will retain the documentation in its contract files in accordance with contract requirements:
  - a. A copy of the subcontractor's certificate of corporate good standing or a copy of its fictitious name registration from the Missouri Secretary of State;
  - b. Copies of all licenses required by the City to perform the work;
  - c. Evidence that the subcontractor is insured for general, automobile and employer's and workers compensation liability, in the Missouri unemployment compensation fund;
  - d. Evidence (which may be a copy of its most recent quarterly contribution and wage report) that it is a participant in the Missouri unemployment compensation fund;
  - e. A statement by the subcontractor listing, for the two years immediately preceding the date of the bid, all written notices of violations of (1) the Davis-Bacon Act (40 U.S.C. Sec. 276a *et seq.*) received from the United States Department of Labor, (2) the Missouri Prevailing Wages on Public Works Act (RSMo Sec. 290.210 *et seq.*) received from the Missouri Department of Labor and Industrial Relations, (3) any similar statute of the state in which the subcontractor has its principal office received from the state, and listing all contracts on which penalties for the referenced statutes were assessed against the subcontractor or paid by the subdivisions, or to the state in which the subcontractor has its principal office; or a statement that there have been no such written notices of violations received or such penalties assessed or paid.
5. The bid contains no modifications, deviation, riders or qualifications.
6. Buy American Requirements. Any manufactured good or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States of America, unless accepted by the provisions of the contract documents or of the Missouri Domestic Product Procurement Act (RSMo Sec. 34.350 *et seq.*).
7. Representation Against Contingent Fees. Neither the Proposal nor the computations upon which it is based include any amount of monies, estimate or allowance representing wages, monies or expenses, however designated, proposed to be paid to persons who are not required to furnish material or actually perform services upon or as a part of the proposed project.

Contractor: The Janik Group

8. Occupation Statement. The undersigned is duly authorized to submit the bid by the contractor, and said bid is made in the character or capacity checked in this paragraph, and it is signed with full understanding of the contract documents and the terms of the bid:

☐ Individual                      ☐ Partnership                      ☐ Joint Venture  
☒ Missouri Corporation                      ☐ Foreign Corporation

Daniel S Janik  
(BIDDER Signature)

Daniel Janik  
(BIDDER Printed Name)

In witness whereof, I have hereunto subscribed my name and affixed my official seal this 8<sup>th</sup> day of March, 2019.

Deborah Sue Janik  
NOTARY PUBLIC



My Commission Expires: 10-16-2022



Contractor: The Janik Group

**Attachment B**

Bidder's Statement pursuant to paragraph 1.e. of the Bidder's Affidavit.

There have been no such written notice of violations received or penalties assessed or paid.

Daniel S Janik   
(BIDDER Signature)

Daniel Janik  
(BIDDER Printed Name)



# State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division

PO Box 778 / 600 W. Main St., Rm. 322

Jefferson City, MO 65102

LC001601151

Date Filed: 7/20/2018

John R. Ashcroft

Missouri Secretary of State

## Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

Janik Group, LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

The transaction of any lawful business for which a limited liability company may be organized, including construction management services

3. The name and address of the limited liability company's registered agent in Missouri is:

Daniel Scott Janik

209 SE 5th Street

Concordia MO 64020

Name

Street Address: May not use PO Box unless street address also provided

City/State/Zip

4. The management of the limited liability company is vested in: ☒ managers ☐ members (check one)

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

Name

Address

City/State/Zip

Cavanaugh, Bryan P.

The Cavanaugh Law Firm, L.L.C. 512 Sunnyside Avenue

St. Louis MO 63119-2649

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: Bryan P. Cavanaugh

Address: Email: bcavanaugh@cavanaugh-law.net

City, State, and Zip Code: \_\_\_\_\_

LLC-1 (08/2013)

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: \_\_\_\_\_

*(Date may not be more than 90 days after the filing date in this office)*

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

**All organizers must sign:**

Bryan P. Cavanaugh  
*Organizer Signature*

BRYAN P. CAVANAUGH  
*Printed Name*

07/20/2018  
*Date of Signature*

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*Janik Group, LLC*  
*LC001601151*

filed its Articles of Organization with this office on the 20th day of July, 2018, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 20th day of July, 2018, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this 20th day of July, 2018.

  
Secretary of State





## EIN Assistant

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: 83-1296797

Legal Name: JANIK GROUP LLC

Your confirmation letter will be mailed to you. This letter will be your official IRS notice and will contain important information regarding your EIN. Allow up to 4 weeks for your letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using your new EIN.

[Continue >>](#)

## 5. EIN Confirmation

### Help Topics

[Can the EIN be used before  
the confirmation letter is  
received?](#)



Contractor: The Janik Group

**ATTACHMENT NO. 2 – BID FORM**

EMERGENCY LABOR RATES		
Shop Labor, regular time	\$ <u>46.80</u> minimum	\$ <u>83.20</u> maximum
Shop Labor, overtime	\$ <u>70.20</u> minimum	\$ <u>124.80</u> maximum
Field Labor, regular time	Prevailing Wage	\$ <u>104.40</u> maximum

- Minimum labor rates, overtime schedules, and holiday schedules will be determined by the current State Annual Wage Order. Certified payrolls must accompany all invoices prior to payment by City.
- All equipment and materials should be included in detail on the invoices at cost.
- The City will allow up to a 15% markup on invoices for overhead and profit.
- The City of Belton is a Tax Exempt entity and the City will provide Contractor a Tax Exempt Certificate per project.

Contractor: The Janik Group

### ATTACHMENT NO. 3 - REFERENCES

Contractor must provide references for experience in providing similar services to municipalities during the past five (5) years with customer's company name, point of contact, telephone numbers and years contract has been held.

1. Company KCMO Water Department  
Contact Shaun O'Kelley, Senior Engineer  
Phone No. 816-621-1685  
Years Held 6 (On behalf of BRIS)
  
2. Company KCMO Water Department  
Contact Brent Herring, Director  
Phone No. 816-513-7241  
Years Held 2 (On behalf of BRIS)
  
3. Company Rodaro Capital  
Contact Roger Roderick  
Phone No. 314-478-3344  
Years Held 2
  
4. Company Fab Tech Wastewater Services  
Contact Dave Umphenour  
Phone No. 314-477-3219  
Years Held 2
  
5. Company Enviro Tech Gates  
Contact Laurel Fracaro  
Phone No. 314-223-6473  
Years Held 2


Contractor: The Janik Group

**ATTACHMENT NO. 4 – AFFIDAVIT OF ENROLLMENT IN FEDERAL  
WORK AUTHORIZATION PROGRAM**

Comes now Daniel Janik (Name) as  
President (Position Held) first being duly sworn, on my oath, affirm  
The Janik Group (Company Name) is enrolled and will continue to participate in a  
federal work authorization program in respect to employees that will work in connection with the  
contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the  
duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that The Janik Group (Company Name) does not and will not  
knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the  
contract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that  
false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).*

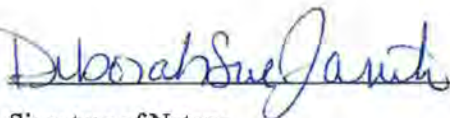
  
Signature (Person with Authority)

Daniel Janik  
Printed Name

President  
Title (Person with Authority)

March 8, 2019  
Date

Subscribed and sworn to me before this 8<sup>th</sup> of March, 2019. I am  
commissioned, and affix my official seal, as a notary public within the County of Lafayette,  
State of Missouri, and my commission expires on 10-16-2022,  
2022.

  
Signature of Notary

3/8/19  
Date



**ATTACHMENT NO. 5 – ON-CALL WATER, WASTEWATER, AND  
STORMWATER SERVICE AGREEMENT**



CITY OF BELTON  
PUBLIC WORKS  
DEPARTMENT  
506 Main Street  
Belton, MO 64012  
(816) 322-1885  
FAX (816) 322-5031

## ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and The Janik Group, a Limited Liability Corporation, authorized to conduct business in Missouri and located at 209 SE 5th Street, Concordia, MO 64020 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires repair, maintenance and/or minor construction services on an as needed basis for the water distribution system, wastewater collection system and stormwater collection system infrastructure as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

### ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be \_\_\_\_\_ ("Effective Date").

### ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall provide repair services for the CITY water distribution system, waste water collection system, and storm water collection system infrastructure ("System") as a yearly contract for the Public Works Operations Divisions and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least sixty percent (60%) of the Services described herein, throughout the term of this Agreement.

CONTRACTOR shall, upon the CITY's request, respond to and make necessary repairs to system failures requiring an immediate response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include, at the CITY's request, those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner. CONTRACTOR may also be called upon in the case of natural disasters to assist with system repairs and clean up.

CONTRACTOR may be asked to submit bids on small projects that are identified without public advertisement. These projects may be in the design-build environment where CONTRACTOR and CITY's Engineer may be called upon to determine and construct the best solution.



CONTRACTOR shall be responsible for assuring that all repairs fall within the parameters outlined in the CITY Code of Ordinance's, current CITY's Design and Construction Manual, American Public Works Association's guidelines and American Water Works Association's guidelines.

The CITY reserves the right to add and/or delete locations for service under this Agreement due to budget, development, or changes to procedures/policies. The CITY reserves the right during the term of this Agreement to make in-house repairs itself and to receive separate bids for repair of the CITY's water, wastewater and storm water infrastructure as the CITY deems necessary in its sole discretion.

#### **ARTICLE 3 – PERIOD OF SERVICE**

This agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for one (1) additional one (1) year term, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a performance appraisal (i.e., **Attachment 7 – Performance Appraisal**) to the Request for Proposals) before determining that a renewal with CONTRACTOR is in the CITY's best interest.

#### **ARTICLE 4 – COMPENSATION**

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in **Article 2** and as described in the Contract Documents, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the CITY.

Services requested and work complete under this Agreement may be done in either an emergency basis or planned basis. Generally, the CITY's intent is to the following:

- 1) Award emergency Task Agreements as a not-to-exceed time and materials bid, utilizing labor rates as set forth by **Attachment 2 – Bid Form**,  
OR
- 2) Award planned Task Agreements as a fixed-price bid with unit rates, utilizing bid items and quantities identified by the CITY and provided to the CONTRACTOR prior to bidding.

Upon request, CONTRACTOR will prepare and submit to the CITY a bid of the total cost associated with such services in a not-to-exceed amount on the form provided in **Attachment 6 – Task Agreement**. Prior to bidding, the CITY at the CITY's discretion will identify whether the bid shall be a time and materials bid or fixed-price bid as described herein. The CITY will review and approve in writing such bid for services, and the total compensation and reimbursement to be paid by the CITY to the CONTRACTOR for such approved services shall not exceed the approved amount.

Labor rates set forth by **Attachment 2 – Bid Form** shall be in effect for the duration of the Period of Service. If the contract is renewed for one (1) additional one (1) year period as described in **Article 3**, the Contractor and City may negotiate the labor rates within reason.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed and any materials procured by the CONTRACTOR with the fixed percentage markup of five percent. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of

satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

#### **ARTICLE 5 – BONDS**

CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the task price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by sub-contractor or otherwise, all as required by R.S.Mo. § 107.170.. These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due.

#### **ARTICLE 6 – PERMITS AND LICENSES**

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

#### **ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Service stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

#### **ARTICLE 8 – LIABILITY AND INDEMNIFICATION**

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

#### ARTICLE 9 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement 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, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence

\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability 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. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED**



**COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR 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.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

**ARTICLE 10 – EXCESSIVE UNEMPLOYMENT**

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

**ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE**

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such reasonable extensions upon presentation of documentation of the periods of such delays.

**ARTICLE 12 – TERMINATION**

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right

to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

#### **ARTICLE 13- SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 14 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns.

#### **ARTICLE 15 – ASSIGNMENT**

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

#### **ARTICLE 16 – NO THIRD PARTY RIGHTS**

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

#### **ARTICLE 17 – INDEPENDENT CONTRACTORS**

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

#### **ARTICLE 18 – MODIFICATIONS/AMENDMENTS**

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.



#### **ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

#### **ARTICLE 20 – COMPLIANCE WITH LAWS**

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

#### **ARTICLE 21 – COMMUNICATIONS AND NOTICES**

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: The Janik Group

CITY:

Celia Duran, Director of Public Works, 506 Main Street, Belton, MO 64012

**AND**

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

**AND**

Padraic Corcoran, City Attorney, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

#### **ARTICLE 22 – SEPARATE AGREEMENTS**

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

#### **ARTICLE 23 – SURVIVAL OF TERMS**

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

#### **ARTICLE 24 – CITY'S LEGISLATIVE POWERS**

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

#### **ARTICLE 25 – WAIVER**

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

#### **ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT**

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

#### **ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM**

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of

beginning work on the project. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

#### **ARTICLE 28 – CONFLICT OF INTEREST**

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

#### **ARTICLE 29 – BUY AMERICAN PREFERENCE**

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

#### **ARTICLE 30 – PRICING**

All pricing and percentage bids are to be offered and items delivered with the terms of Freight On Board (FOB) Destination, Freight Prepaid, and Allowed. Services are to be bid including transportation and time costs to the CITY's location. No additional charges for expenses, freight, mileage, time (other than repair labor), or similar items will be accepted or paid by the CITY under this Agreement.

#### **ARTICLE 31 – PROJECT SCHEDULE**

Project schedule is determined by each Task Agreement.

#### **ARTICLE 32 – PREVAILING WAGES**

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

#### **ARTICLE 33 – ENVIRONMENTAL NOTICE**

CONTRACTOR should be aware of the highly corrosive effects of hydrogen sulfide that is present at some CITY jobsites. CONTRACTOR shall provide corrosion resistant protective coatings where needed on CITY materials and or parts as a part of any repairs, rebuilds or replacements provided hereunder.

#### **ARTICLE 34 – PARTS PROTECTIVE COATING**

The CITY requires and CONTRACTOR shall provide that each fire hydrant, valve, valve box cover, pipe, water meter lid with ring assembly and manhole lid with ring assembly included within the Services herein is to be painted and or coated with an appropriate hard surface protective coating, which matches the original paint color or coating of the part(s) sent in for service, unless otherwise specified.

#### **ARTICLE 35 – RESPONSE TIME**

The CONTRACTOR must respond to the requested jobsite within one (1) hour of a request for service by a representative of the CITY. CONTRACTOR services are to be available 24 hours a day, 365 days a year.

CONTRACTOR's field crew members and equipment is required to respond and be on-site within two (2) hours of receiving the CITY call, including evenings, weekends and holidays.

Emergency repairs will be defined on a case by case by the CITY in its sole discretion, but typically involve events that compromise the CITY's ability to provide needed services, occur during storm events, flooding, power outages, and similar events, but may also include the inability to keep a certain percentage of infrastructure in a particular location operating ("Emergency Repairs").

#### **ARTICLE 36 – ESCALATOR PROVISION**

Prices throughout the first year of this Agreement shall remain fixed as described on Article 4. Written request for price revisions after the first year shall be submitted in advance of any action by CONTRACTOR to provide Services under this Agreement. Request for such revisions must include documentation of the actual change in the cost of the components involved in this Agreement. The CITY reserves the right to reject any price increase and to terminate the Agreement in the event the Parties cannot mutually agree to such revisions.

#### **ARTICLE 37 - WARRANTY**

- A. The CONTRACTOR shall provide to the CITY a warranty to include at a minimum, but not limited to the following:
  - a. In addition to any other warranties in this Agreement, the CONTRACTOR warrants that all work and products supplied by the CONTRACTOR under this Agreement conforms to the Agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the CONTRACTOR.
  - b. The CONTRACTOR shall remedy at the CONTRACTOR'S expense any non-conforming or defective products or work. In addition, the CONTRACTOR shall remedy at CONTRACTOR'S expense any damage to real or personal property owned by the CITY and or their CUSTOMERS when that damage is the result of a defect of products or service furnished.
  - c. This warranty shall continue for a period of one (1) year from date of acceptance of products and work by the CITY.
  - d. The CITY shall notify the CONTRACTOR within a reasonable time after the discovery of any failure, defect, or damage.
  - e. If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the CITY shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR'S expense.
  - f. This warranty shall not include failures attributable to accident, fire, or negligence on the part of operating personnel.
- B. With respect to all warranties, expressed or implied, from manufacturers or suppliers for materials furnished under this Agreement, the CONTRACTOR shall:
  - a. Obtain all warranties that would be obtained in normal commercial practice.
  - b. Enforce all warranties for the benefit of the CITY.



#### **ARTICLE 38 – TRANSPORTATION**

CONTRACTOR shall be responsible for pickup and delivery of all CITY materials and parts required to perform the Services. All transportation of CITY materials and parts for work ordered under the Agreement shall be at the CONTRACTOR'S expense and risk.

#### **ARTICLE 39 – WORK TIME**

Time for Service labor will be actual time worked on the CITY's jobsite or CONTRACTOR'S shop to the nearest one-quarter (1/4) hour. Time will not be charged to the CITY for breakdowns, CONTRACTOR'S delays or servicing delays.

#### **ARTICLE 39 – SUBCONTRACTING**

CONTRACTOR shall not sub-contract more than 40% percent of the Services, as measured on a calendar monthly basis. CONTRACTOR may not utilize any sub-contractor which was not identified in its bid documents and approved by the CITY without the prior written permission of the appropriate division Superintendent.

#### **ARTICLE 40 – REPORTING**

CONTRACTOR shall provide a monthly written report itemizing all maintenance, repairs, rebuilds and replacements that were made, including a detailed listing of all parts installed.

#### **ARTICLE 41 – CONTRACT DOCUMENTS**

All of the following are considered Contract Documents and are incorporated into this Service Agreement:

- Cover Page, completed and signed
- Quality Assurance Plan
- Any Addenda issued in relation to this Request for Proposals
- Attachment 1 – Bid Affidavit
- Attachment 2 – Bid Page
- Attachment 3 – References
- Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program
- Attachment 5 – On-Call Water, Wastewater, and Stormwater Service Agreement
- Attachment 6 – Task Agreement
- Attachment 7 – Performance Appraisal

*[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]*



**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

The Janik Group

(CONTRACTOR)

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by CONTRACTOR this 8th day of March, 2019.

Executed by CITY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BELTON, MISSOURI**

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

**CONTRACTOR**

Address and facsimile number of

Contractor:

The Janik Group

209 SE 5th Street

Concordia, MO 64020

816-560-0119

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

Printed Name: Jeff Davis

Title: Mayor

By: Daniel S Janik

Printed Name: Daniel Janik

Title: President

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

Printed Name: Andrea Cunningham

Title: City Clerk  
(Affix City Seal)

Attested By: Deborah Janik

Printed Name: Deborah Janik

Title: \_\_\_\_\_  
(Affix Corporate Seal, if applicable)

Approved as to form:

\_\_\_\_\_  
Padraic Corcoran, City Attorney, City of Belton, Missouri (date)

## Attachment 6



### PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:									
Ordinance or Resolution:			Task Agreement No:				Not-to-exceed amount: Date of Schedule of Hourly Rates and Expenses:		
Project Title:							<input type="checkbox"/> Time and Materials   OR <input type="checkbox"/> Fixed Price		
Contractor/Consultant (including subs):					Division and Staff Project Manager:				
Project Management Manual reviewed:					Attachments (Gantt Chart, etc.):				
PROJECT Scope (can be in the form of an attachment):									
<b>Staff Signatures</b>					<b>Partner Signatures</b>				
<b>Director of Public Works:</b> Celia Duran		<b>City Manager:</b> Alexa Barton			<b>Project Manager:</b>			<b>Company Principal (if different):</b>	
Signature: _____ Date: _____		Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____	
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater
Insurance Requirements met:									
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.									

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

## ATTACHMENT 7 – PERFORMANCE APPRAISAL

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

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

What type of activities was this provider responsible for? (circle all that apply)

Stormwater	Construction	Conceptual – Problem Solving	Transportation	Water	Wastewater
------------	--------------	------------------------------------	----------------	-------	------------

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

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

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

# **SECTION III**

## **F**

**R2019-34**

**A RESOLUTION APPROVING TASK AGREEMENT 2019-01 WITH OLSSON TO DESIGN STORM IMPROVEMENTS FOR THE CAMBRIDGE ROAD STORMWATER CULVERT LOCATED APPROXIMATELY 1,470 FEET WEST OF PECULIAR DRIVE IN THE AMOUNT OF \$22,258.00.**

**WHEREAS**, pavement over a 48-inch stormwater culvert underneath Cambridge Road, approximately 1,470 feet west of Peculiar Drive, has experienced deterioration and settlement. Based upon a site inspection, the pipe joints have separated and the soil from around the pipe is being washed through the pipe resulting in undermining the road bed; and

**WHEREAS**, under Olsson's On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187), City Staff requested Olsson to inspect the site and submit a task agreement to design stormwater improvements that include replacement of the existing culvert with two 48-inch concrete pipes to provide additional capacity. These services include preliminary and final design and bid phase services; and

**WHEREAS**, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-02 with Olsson to perform design storm improvements for the Cambridge Road stormwater culvert located approximately 1,470 feet west of Peculiar Drive.

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

**SECTION 1.** That this resolution approving Task Agreement 2019-02, herein attached and incorporated as **Exhibit A**, to design storm improvements for the Cambridge Road stormwater culvert located approximately 1,470 feet west of Peculiar Drive in the amount of \$22,258.00 is hereby approved for purposes described above.

**SECTION 2.** The City Manager and Director of Public Works are authorized and directed to execute the task 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.

Duly read and passed this \_\_\_\_ day of \_\_\_\_, 2019.

---

Mayor Jeff Davis



ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2019, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2019 by the following vote, to-wit:

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN: \_\_\_\_\_

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 9, 2019

**DIVISION:** Transportation

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

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

Pavement over a 48-inch stormwater culvert underneath Cambridge Road, approximately 1,470 feet west of Peculiar Drive, has experienced deterioration and settlement. Based upon a site inspection, the pipe joints have separated and the soil from around the pipe is being washed through the pipe resulting in undermining the road bed.

Under Olsson's On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187), City Staff requested Olsson to inspect the site and submit a task agreement to design stormwater improvements that include replacement of the existing culvert with two 48-inch concrete pipes to provide additional capacity.

City Staff recommends approval of Task Agreement 2019-02 with Olsson to design stormwater improvements for the Cambridge Road stormwater culvert located approximately 1,470 feet west of Peculiar Drive in the amount of \$22,258.00. These services include preliminary and final design and bid phase services. Construction will be paid for from the recently approved street bond.

Cambridge Road is currently closed from Mullen Road to Peculiar Drive for an emergency repair and replacement of the culvert 800 feet east of Mullen Road due to a sinkhole in the pavement. Staff will bring this item to the City Council for approval at a later date.

### IMPACT/ANALYSIS:

#### FINANCIAL IMPACT

Consultant:	Olsson
Amount of Request/Contract:	\$ 22,258.00
Amount Budgeted:	\$ 22,258.00
Funding Source:	225-0000-400-4027 (Street)
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

### STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2019-02 with Olsson to design storm improvements for the Cambridge Road stormwater culvert located approximately 1,470 feet west of Peculiar Drive in the amount of \$22,258.00.

### LIST OF REFERENCE DOCUMENTS ATTACHED:

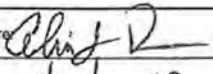
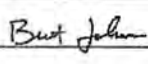
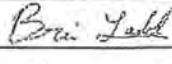
Resolution

Exhibit A - Olsson Task Agreement 2019-02 and Scope of Work

Exhibit B - Map of Cambridge Culvert Improvements Area

## City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A	Task Agreement No: 19-02	Funding Amount: \$22,258 Purchase Order No: N/A	
Project Title: Cambridge Road Culvert Replacement			
Contractor (including sub-contractors): Olsson		Division and Staff Project Manager: Michael Christopher –City Engineer	
Project Management Manual reviewed: Yes		Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B – Hourly Professional Services Summary	
PROJECT Scope: See Exhibit A, attached.			
<b>Staff Signatures</b>		<b>Partner Signatures</b>	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager: Brent Johnson	Company Officer (if different): Brian Ladd
Signature: 	Signature: _____	Signature: 	Signature: 
Date: 4/3/2019	Date: _____	Date: 3/4/19	Date: 3/4/19
Project Type: Design <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Property Acquisition <input type="checkbox"/> Conceptual/Problem Solving <input type="checkbox"/> Surveying <input checked="" type="checkbox"/>			
Project Discipline(s): Transportation <input type="checkbox"/> Planning <input type="checkbox"/> Water <input checked="" type="checkbox"/> Wastewater <input type="checkbox"/>			
Report(s) Received: N/A			
Work on File: N/A			

Attach scope of work, budget, and other supporting material

**SCOPE OF SERVICES**  
**Construction Documents for:**  
***East Cambridge Road Stormwater Improvements***  
***Belton, MO***

The following provides a description of tasks to be performed under the Project. The purpose of this effort is to design and produce construction documents for a culvert crossing East Cambridge Road, west of South Peculiar Drive.

**TASK 1: PROJECT MANAGEMENT, MEETINGS AND UTILITY COORDINATION**

Provide staff management, and progress reporting.

Olsson will attend review meetings with Public Works staff to discuss preliminary plans and final plans.

Olsson will identify and coordinate construction requirements with the owners of existing utilities that are impacted by the culvert replacement. Allow

Plans will be distributed to the utility companies for verification of ownership, type, size and location of facilities. Olsson will request that the utility companies return marked up plans with verification of the presence of affected property. We will then incorporate the utility information and ascertain construction conflicts with regards to the proposed improvements throughout the course of the project.

Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Olsson and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the utility company to provide a preliminary relocation schedule, and as appropriate, a preliminary estimate of potentially reimbursable costs associated with the utility relocation.

**TASK 2: TOPOGRAPHIC SURVEY & EASEMENT EXHIBITS**

Topographical survey services and base mapping are included within this scope and fee proposal. A survey text file, fully symbolized CAD drawings, generated and checked topographic file, and TIN file for use in preparation of the culvert plans will be created. Topographic survey of the area approximately 300 feet east and west of the culvert will be completed. Location and elevation of site features such as roadway crown, edge of wearing surface, barriers, fences, power lines, manholes, utility markers, vegetation, and fire hydrants will be collected and included in the survey.

A list of horizontal control points with coordinates, descriptions, station and offset will be provided. Coordinate information will be provided as ground (project) coordinates and will be referenced to State Plane Coordinates and tied to known area land survey control monuments. Vertical control will be referenced to NAVD 88 datum.

Title Work, deeds, and available plat maps will be researched and obtained. It is assumed title work will be required for two parcels. Information gathered will be incorporated into project base mapping.

Property exhibits and legal descriptions for easements will be provided on two parcels.

A utility locate will be requested through the Missouri One-Call System and information collected during the survey. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from the utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy.

The consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities. Locations, size, elevations and heights of major overhead transmission lines will be included.

### **TASK 3: HYDRAULIC ANALYSIS, CULVERT DESIGN, AND TRAFFIC CONTROL**

Olsson will update the hydraulic modeling conducted with the study phase of this project with the new survey information, evaluate and coordinate with the city regarding the impacts to the adjacent property owners and ditches. Olsson will provide overtopping frequency and flows at the 10, 50, and 100-year storms.

Designs prepared shall be in accordance with the City of Belton and APWA specifications, where appropriate.

The following design tasks are anticipated and included in this scope of services:

#### *Preliminary Culvert Design and Preliminary Culvert Plan Preparation Tasks:*

- Geometric layout and typical roadway section
- Flowline and grading requirements
- Select roadway barriers, guardrails and/or fencing
- Conduct Quality Control (QC) review
- Prepare & submit preliminary opinion of probable cost

At a minimum the Preliminary Plans shall include:

- Cover sheet
- General notes
- Culvert plan & profile (Added Easement Requirements)
- Alignment and survey control
- Ditch grading
- Guardrail layout

#### *Final Culvert Design and Final Culvert Plan Preparation Tasks:*

- Incorporate city review comments from preliminary plan submittal
- Prepare and submit final culvert opinion of probable construction cost (OPCC)
- Conduct QC review
- Prepare and submit final OPCC

At a minimum the Final Plans shall include:

- Cover sheet
- General notes and summary of quantities
- Culvert plan and profile
- Construction details
- Alignment and survey control
- Traffic control plan and details
- Guardrail layout and details
- Erosion control plans and details
- Handrail/Pedestrian fence details

Final plans will include temporary traffic control for a full closure at the culvert location along Cambridge Road with advanced signing included at the main intersections to the west (Mullen Road) and east (Peculiar Drive), including standard detail sheet. Traffic control plans will align with City of Belton and MUTCD standard practice. It is assumed that no signed detour route is required.



**TASK 4: BID PHASE SERVICES**

Olsson will assist the city with answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

**ASSUMPTIONS**

1. General
  - a. City standard specifications will be used.
  - b. No federal funding is associated with this project.
  - c. The plans will be submitted full-size (22"x34") and half-size (11"x17") black and white on bond.
  - d. Permit fees for city, state, and federal permits will be paid directly by City.
  - e. All available as-built drawings, existing studies, aerial photos, and other information will be delivered to Olsson upon the notice to proceed and prior to the kickoff meeting.
2. Standards
  - a. The design will follow the City's Design and Construction Standards, the Kansas City Metropolitan Chapter American Public Works Association Design Criteria as adopted and amended. The project goal is to repair the crossing of Cambridge Road while reducing the overtopping frequency of the public road, as described in the adopted Criteria; however, if achieving this goal is cost-prohibitive, the highest level of flood protection that can be achieved within the City's budget will be designed for construction.
  - b. No specific plan format or CAD workspace is required.
  - c. If a reinforced concrete pipe is used for the design, it is assumed that standard City details and reinforcing will be used for the pipe. Structural design of a headwall is not included in the scope.
  - d. The hydraulic model completed as part of the Bellon Stormwater Master Plan shall be used for the analysis of the existing and proposed culvert.
3. Surveys
  - a. City to provide electronic CAD/GIS files of contours from aerial surveys covering the proposed project areas.
4. Environmental
  - a. The City will be responsible for all permit and mitigation fees, if required.
  - b. It is assumed no United States Army Corps of Engineers permit is required for the project.
5. Design Consultant Project Management
  - a. Coordination with City staff will take place on a continual basis via phone conversations and emails.

**ADDITIONAL SERVICES**

The following items, in addition to any items not specifically listed above are not included in this scope but can be added as an Additional Services:

ATTACHMENT A

- Easement negotiations and acquisition;
- Geotechnical investigations and analysis;
- FEMA floodplain mapping or re-mapping (LOMRs or CLOMRs) or USACE Individual permits;
- Sanitary sewer design or relocation plans;
- Water line design or relocation plans;
- Public meetings
- Street lighting plans;
- Landscape or irrigation plans;
- Staking of proposed easements;
- Construction services including observation, testing, and surveying services.
- Stormwater Pollution Prevention Plan.
- MDNR Land Disturbance Permit.
- Traffic control detour plans.
- Changes in roadway profile.







Cambridge Road Culvert Replacement



 Culvert Replacement

0 100 200 400 Feet







# **SECTION V**

## **A**

**AN ORDINANCE AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, CITY OF BELTON, MISSOURI TO ENACT PROVISIONS RELATING TO SELF-PREEMPTION AND ENFORCEMENT OF THE CITY CODE.**

**WHEREAS**, various new state or federal statutes and regulations continue to be enacted, supplemented, promulgated, amended, as well as subjected to judicial challenge and invalidation or subject to pending litigation regarding regulation of certain communications providers, services, and operations as they pertain to local rights-of-way, zoning regulations, and other municipal authority; and

**WHEREAS**, despite the uncertainty created by these circumstances, the City Council desires to continue at all times to ensure compliance with such changing applicable law, and, therefore, finds it in the best interest of the public to amend the Code of Ordinances to be deemed to conform with any changes in state or federal law that may be validly enacted and lawfully applicable; and

**WHEREAS**, the City Council desires to enact a self-preempting provision to ensure that such self-preemption applies to any provisions of the Belton Code that may be affected by the frequently-changing legal requirements imposed on cities until such provisions are amended or repealed, when appropriate; and

**WHEREAS**, the City is also authorized to protect the taxpayer and public funds from incurring expenses resulting from violators of laws or contracts or other obligations to the City including such as relating to use of City property, and the Council desires to further amend the Belton Code to ensure the regulations for use of public property are clear and that recovery of costs are available in the event that the City is forced to incur such expenses; and

**WHEREAS**, the City wishes to amend Chapter 1 to enact a self-preemption provision and City Code enforcement provisions.

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

**SECTION 1.** The whereas clauses are hereby specifically incorporated herein by reference.

**SECTION 2.** Section 1-16, Conflict of provisions, is hereby amended by enacting a new subsection D to read as follows:

- (D) No provision of the Belton Code shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of the Belton Code is now or in the future superseded or preempted by state or federal

law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.

**SECTION 3.** Chapter 1, General Provisions, is hereby amended by enacting two new Sections to read as follows:

**Sec. 1-25. - Enforcement; Attorney's Fees.**

The City shall be entitled to enforce any provision of the Belton Code through all remedies lawfully available, and any person determined to have violated the terms of the Belton Code shall further be liable to pay the City's costs and attorney's fees in enforcing such Belton Code provisions. Additionally, any user of City services, rights-of-way, or other City facilities or property, shall as a condition of such use or continued use, to the full extent permissible by law, be liable to pay the City's costs and attorney's fees incurred in enforcing any lawful requirement applicable to such use, whether arising in contract, statute, ordinance, or other enforceable duty as to such use.

**Section 1-26. - Violation; Remedies, Unauthorized Holdover.**

Any person who fails to hold and maintain a current and valid agreement with the City to use the City's land or facilities has no right to holdover and shall be subject to the provisions and City remedies of this section in addition to all other remedies and penalties as may otherwise exist in applicable law. Any claimed holdover right shall be deemed void and terminated upon expiration of a valid use agreement unless the City has affirmatively in writing authorized the holdover, or as otherwise may be required by law. Every person during any period without a valid agreement shall, during any period of unauthorized use: (1) indemnify the City from any liability arising from the use, (2) pay any damages and costs of the City from such use, including attorney fees incurred in enforcing this ordinance, and (3) make payment of compensation in the amount of two times the monthly rent of the last expired agreement, if a holdover, and two times the market rental value reasonably determined by the City (but in no event less than two times the rate required by ordinance), if no prior agreement, until a valid agreement is executed with the City or the attachments and/or use is fully removed, the property restored, and all obligations to the City satisfied. Unless otherwise provided in an unexpired agreement, such person shall also be responsible for interest on all amounts owed at a rate of one and one half (1 ½) percent per month. Nothing in these provisions, remedies, or compensation requirements, or acceptance or enforcement thereof by the City, shall be deemed to accept or authorize any use of public property without a required agreement, after the expiration of such agreement, or otherwise in violation of applicable requirements.

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

READ FOR THE FIRST TIME: April 9, 2019

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and thereafter adopted as Ordinance No. 2019-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, after the second reading thereof by the following vote, to-wit:

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

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

# **SECTION V**

## **B**



**AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS, PERMANENT UTILITY EASEMENTS, PERMANENT DRAINAGE EASEMENTS, AND RIGHT-OF-WAY ACQUISITION FOR THE CONSTRUCTION AND MAINTENANCE OF THE BEL-RAY CONNECTOR TRAIL PROJECT LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND THAT CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.**

**WHEREAS**, the City of Belton Parks and Recreation Department was awarded federal transportation funds in February 2015 for the Bel-Ray Connector Trail Project through the Mid-America Regional Council. The City entered into an agreement with the Missouri Highways and Transportation Commission on September 4, 2015 (Ordinance No. 2015-4089) to construct this project consisting of an ADA-compliant sidewalk and trail from the Oil Creek Greenway to Kentucky road connecting the cities of Belton and Raymore; and

**WHEREAS**, the City Council for the City of Belton, Missouri, deems it necessary, desirable, advisable and in the public interest to acquire temporary construction easements, permanent utility easements, permanent drainage easements, and permanent right-of-way acquisition together with all appurtenances related thereto, necessary for the purpose of construction and maintenance of the Bel-Ray Connector Trail Project and other related public improvements associated with the operation of the City's trail system, which is located within the City of Belton, Cass County, Missouri, as shown on the attached **Exhibit A**; and

**WHEREAS**, the City has the authority by virtue of Sections 82.240 and Chapter 523 of the Revised Statutes of the State of Missouri (2006, as amended) and by virtue of the Charter of the City of Belton, Missouri, to acquire private property, or any interest therein, by condemnation proceedings as it determines is necessary for any public use, including such uses or purposes stated herein.

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

**SECTION 1.** It is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing and maintaining the public improvements that are part of the Bel-Ray Connector Trail, and which are for the benefit of the citizens of the City, pursuant to the plans and specifications on file at Belton City Hall, to acquire, by purchase or condemnation proceedings temporary and permanent easements and acquire right-of-way necessary for construction and maintenance of the Bel-Ray Connector Trail over, under, and through the tracts depicted on Exhibit A.

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

READ FOR THE FIRST TIME: April 9, 2019

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2019, and thereafter adopted as Ordinance No. 2019-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

---

Andrea Cunningham City Clerk  
City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 9, 2019

**DIVISION:** Public Works/Parks

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

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

**ISSUE/RECOMMENDATION:**

The City of Belton Parks and Recreation Department was awarded federal transportation funds in February 2015 for the Bel-Ray Connector Trail Project through the Mid-America Regional Council (MARC). The City entered into an agreement with the Missouri Highways and Transportation Commission on September 4, 2015 (Ordinance No. 2015-4089) to construct this project consisting of an ADA-compliant sidewalk and trail from the Oil Creek Greenway to Kentucky Road connecting the cities of Belton and Raymore.

The City needs to acquire public use temporary construction easements, permanent utility easements, permanent drainage easements, and permanent right-of-way acquisition necessary for the purpose of construction and maintenance of the Bel-Ray Connector Trail Project and other related public improvements associated with the operation of the City's trail system. Exhibit A provides a map of the proposed location of the trail, which is located within the City of Belton, Cass County, Missouri. The City has retained Right-of-Way Associates for these acquisition services through Task Agreement No. 2019-1 approved via R2019-03 on January 10, 2019.

Right-of-Way Associates will be acquiring properties per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, which is required with all federally funded projects. Property owners will have the option to donate property or be compensated for the easements and right-of-way on their site.

**IMPACT/ANALYSIS:**

N/A

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

Approve a resolution determining and declaring the necessity of acquiring for public use temporary construction easement, permanent utility easement, permanent drainage easement, and right-of-way acquisition for the construction and maintenance of the Bel-Ray Connector Trail, all located within the City of Belton, Cass County, Missouri as shown in Exhibit A; authorizing the City and its designees to negotiate for the purpose of acquiring the easements and property acquisition by contract or condemnation; and authorizing the City Attorney and his/her designees to institute condemnation proceedings if such interests in land that cannot be acquired by purchase through good faith negotiations.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

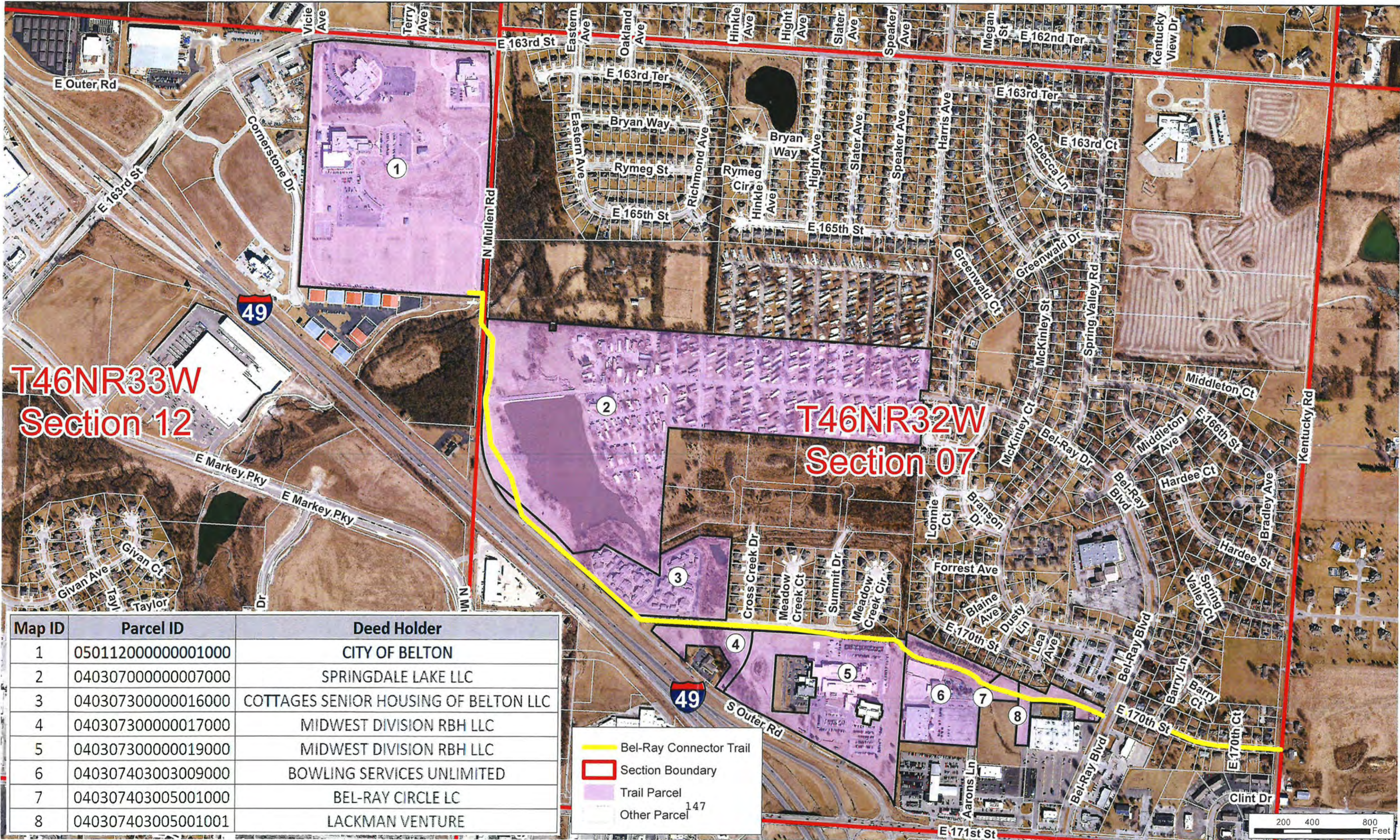
Exhibit A – Bel-Ray Connector Trail Public Use Acquisition Map







Exhibit A: Bel-Ray Connector Trail Parcel Map



T46NR33W  
Section 12

T46NR32W  
Section 07

Map ID	Parcel ID	Deed Holder
1	050112000000001000	CITY OF BELTON
2	040307000000007000	SPRINGDALE LAKE LLC
3	0403073000000016000	COTTAGES SENIOR HOUSING OF BELTON LLC
4	0403073000000017000	MIDWEST DIVISION RBH LLC
5	0403073000000019000	MIDWEST DIVISION RBH LLC
6	040307403003009000	BOWLING SERVICES UNLIMITED
7	040307403005001000	BEL-RAY CIRCLE LC
8	040307403005001001	LACKMAN VENTURE

Bel-Ray Connector Trail

Section Boundary

Trail Parcel

Other Parcel<sup>147</sup>

200 400 800 Feet



