



Agenda of the Belton City Council
August 25, 2020 – 6:00 p.m.
<https://www.belton.org/watch>

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember Peek
- III. ROLL CALL
- IV. CONSENT AGENDA
One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

A. Motion approving the minutes of the August 11, 2020, City Council Meeting.

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B. Motion authorizing the approval of a maintenance agreement with Blue Valley Public Safety for maintenance of the City of Belton’s emergency siren system.

The cost of this agreement is \$16,648.00 and is included in the budget for FY2021, for emergency management.

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C. Motion approving Resolution R2020-50
A resolution of the City of Belton, Missouri approving an on-call professional services contract for electrical services with Black and McDonald.

Black & McDonald is an established integrated, multi-trade service provider whose references are superior. They specialize in safely delivering high quality construction, in this case electrical services, as well as facilities management, and technical solutions.

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- D. Motion approving Resolution R2020-51
A resolution approving the purchase of a BAF 14' shop fan to be installed inside the designated Public Works Facility Vehicle Maintenance Building in the not-to-exceed amount of \$3,869.00.

This item is included in the FY21 Capital Budget.

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- E. Motion approving Resolution R2020-52
A resolution approving the purchase of one Lifepak15 Monitor/Defib with associated equipment from Stryker for \$35,072.51.

This item is included in the FY21 Capital Budget, Public Safety Sales Tax.

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- F. Motion approving Resolution R2020-53
A resolution approving a no-cost agreement between the City of Belton Fire Department and Brycer, LLC for the use of "The Compliance Engine" software that will periodically perform fire protection systems test.

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V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving the final reading of Bill No. 2020-42
An ordinance levying and fixing the Rate of Tax for Municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2021.

VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

September/October City Council Meetings – 6:00 p.m.

September 8, 2020

September 22, 2020

October 13, 2020

October 27, 2020

XI. COMMUNICATIONS FROM CITY COUNCIL

- XII. 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 that the record be closed, and the meeting adjourned from there.

SECTION IV

A

**Minutes of the Belton City Council
August 11, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the Public Hearing to order at 6:03 p.m.

A public hearing was held at 6:00 p.m., August 11, 2020, at Belton City Hall Annex, 520 Main Street, during which citizens were heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2020 and ending March 31, 2021. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor’s Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2020):

(By Categories)

	Current Tax Year 2020	Prior Tax Year 2019
Real Estate	\$ 243,811,046	\$ 240,154,913
Personal Property	57,555,425	54,734,794
Total Assessed Valuation	\$ 301,366,471	\$ 294,889,707

Tax Levy (applies to City’s fiscal year):

	Property Tax Revenue FY2021 Budget	Proposed Tax Rate FY2021	Prior Year Tax Rate FY2020
General Fund	\$ 1,609,000	\$ 0.5116	\$ 0.4883
Parks & Recreation	643,000	0.2276	0.2173
Debt Service	3,903,000	1.3305	1.3305
Total	\$ 5,269,000	\$ 2.0697	\$ 2.0361

NOTE: Assessed valuation figures are subject to change as determined by the Cass County Assessor. These changes, should they occur, may impact the tax rates as shown above.

Sheila Ernzen, Finance Director and Assistant City Manager, said setting the tax levy is done each year in August. In November last year, the City received a new notice from Cass County that updated our values. We were not able to amend our tax levy because it was past the deadline. Ms. Ernzen called the State Auditor’s office and they said it could be fixed this year to recoup the revenue lost. This is why it appears the tax levy went up this year; it’s making up for last year.

Mayor Davis opened the public hearing for questions. Michelle Savage, 214 N Park Dr., said sales tax is too high and water bills are too high in Belton. We can’t afford any more taxes. Jeff Kounter,

810 Givan Ave., asked if this tax rate is only for one year. Ms. Ernzen said yes, unless assessed value goes up or down. It's only set for one year at a time.

Being no further input the public hearing was adjourned at 6:13 p.m. and Mayor Davis called the regular meeting to order.

Boy Scouts from Troop 160 led the Pledge of Allegiance to the Flag.

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

Councilmember absent: Lorrie Peek

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

CONSENT AGENDA

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

- **approving the minutes of the July 28, 2020, City Council Meeting.**
- **approving the July 2020 Municipal Division Summary Report for Municipal Court.**
- **approving Resolution R2020-42: A resolution approving the purchase of a 2021 Ford F350 1-Ton, Regular Cab, 4x4 Pickup from Joe Machens Ford Lincoln in Columbia, Missouri in the amount of \$29,566.00 and approve the disposal/sale of the current truck #72 through the City of Belton auctioneer's service provider.**
- **approving Resolution R2020-43: A resolution approving the purchase of a 2021 Ford F350 1-Ton, Regular Cab, 4x4 Pickup with service body from Joe Machens Ford Lincoln in Columbia, Missouri in the amount of \$36,898.00 and approve the disposal/sale of the current truck #42 through the City of Belton auctioneer's service provider.**
- **approving Resolution R2020-44: A resolution approving Task Agreement No. 2020-1 with Pyramid Excavation and Construction, Inc. in the not-to-exceed amount of \$136,755.00 under the On-Call Water, Wastewater, and Stormwater Services Agreement to construct the Cherry Hill stormwater improvements project.**
- **approving Resolution R2020-45: A resolution approving Task Agreement No. 5 with Wilson and Company to survey the Northeast quadrant of the new roundabout at Mullen Road and Cambridge Road and to complete the final design of Mullen Road from South of Cambridge Road to South of North Cass Parkway and North Cass Parkway from Mullen Road to Peculiar Drive in the not-to-exceed amount of \$620,471.10.**
- **approving Resolution R2020-46: A resolution approving a contract for services for the Public Works Facility – Administration Building roof and repairs with Pyramid Roofing Company in the not-to-exceed amount of \$39,585.95.**
- **approving Resolution R2020-47: A resolution approving Task Agreement No. 2020-1 with Haren Contracting, LLC for the construction of office walls, a bathroom, and a**

staircase inside the Public Works Facility Vehicle Maintenance Building in the not-to-exceed amount of \$26,385.31.

- approving Resolution R2020-48: **A resolution approving the purchase of six sets of firefighting bunker gear in the amount of \$13,560.00.**
- approving Resolution R2020-49: **A resolution approving the purchase of one remounted Osage ambulance and needed replacement equipment in the amount of \$130,893.42.**

Councilmember Lathrop seconded. All present voted in favor. Consent agenda approved.

PERSONAL APPEARANCES

Alan Myer and Tod Fagan with Spire presented our Public Works Department with the Silver Shovel Award. It is the inaugural year of the award for their partners in safety.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2020-42: **An ordinance levying and fixing the Rate of Tax for Municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2021.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Councilmember Davidson asked if receiving an amended notice in November is typical. Ms. Ernzen said no. It was a County mistake and now we need to recoup the revenue lost. The increase seen tonight is an adjustment. Mayor Davis said other cities in Cass County also received an amended notice last year. Vote on the first reading was recorded with all present voting in favor.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- Theatre in the Park, August 14 – Memorial Park
- Doggie Dip Day, September 12

MAYOR'S COMMUNICATIONS

Congresswoman Vickie Hartzler called the Mayor today to congratulate the City on the Chewy development and adding so many jobs.

CITY MANAGER'S REPORT

August/September City Council Meetings – 6:00 p.m.

August 25, 2020

September 8, 2020

September 22, 2020

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Clark asked about the status of finishing Bel-Ray. Greg Rokos, Public Works Director, said there are two different contractors. The concrete is finished; we're waiting for the asphalt company to come back to finish up.

At 6:32 p.m. Councilmember Lathrop moved to enter Executive Session to discuss matters pertaining to legal actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourned from there. Councilmember Clark seconded. The following vote was recorded:

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

Noes: 0

Absent: 1 Peek

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION IV

6



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 25, 2020
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Approve a maintenance agreement from Blue Valley Public Safety for the City’s siren system.

PROPOSED CITY COUNCIL MOTION: To approve the maintenance agreement with Blue Valley Public Safety for the amount of \$16,848.00.

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

Blue Valley Public Safety has been the sole source for the City of Belton to maintain the City’s emergency siren system.

IMPACT /ANALYSIS:

The amount of \$16,848.00 is in the 2021 budget for Emergency Management. This maintenance agreement will cover the entire system for damage repair, updates and replacement of all equipment covered.

FINANCIAL IMPACT

Contractor:	Blue Valley Public Safety
Amount of Request/Contract:	16,848.00
Amount Budgeted:	\$
Funding Source:	010-3200-400-3020
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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



509 James Rollo Dr - PO Box 363
 Grain Valley, MO 64029
 1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Police Chief Jim Person
Customer: Belton Police Department
Address: 7001 E 163rd st
City: Belton
State: MO
Zip: 64012
Phone: 816-331-5522
Fax: *
Email: jperson@beltonpd.org

Maintenance Agreement No.:
804201404
 Please reference this
 no. on your order
 Date: 8/4/20
Maintenance Period
08/01/20-07/31/21

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 96 Hour Response Time / Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	7	MC-MOD	Maintenance Contract for Modulator Siren	\$23.00	\$161.00	\$1,932.00
2	7	MC-UV	Contract for Ultravoice Controller	\$20.00	\$140.00	\$1,680.00
3	10	MC-2001	Maintenance Contract for model 2001 Siren	\$17.60	\$176.00	\$2,112.00
4	10	MC-DCFCTD	Maintenance Contract for Siren Two Way Control	\$18.00	\$180.00	\$2,160.00
5	80	MC-Batt	Contract per standard battery	\$7.50	\$600.00	\$7,200.00
6	2	MC-SS2000	Contract for SS2000 Series Encoders	\$20.00	\$40.00	\$480.00
7	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	\$75.00	\$75.00	\$900.00
8	4	MC-SOLAR	Contract for Solar Arrays (per siren)	\$8.00	\$32.00	\$384.00

Total of Contract Monthly	\$1,404.00
Total of Contract Annually	\$16,848.00

Total Discount \$0.00

Total of Contract Monthly	\$1,404.00
Total of Contract Annually	\$16,848.00

Contract Notes:

Terms / Conditions

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
 Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
 Fax: 816-847-7513
dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Norma Cates
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Norma Cates
Title: President

Dee A. Wieduwilt
Office Manager

Contact Name: Police Chief Jim Person
Customer: Belton Police Department
Address: 7001 E 163rd st
City: Belton
State: MO
Zip: 64012
Phone: 816-331-5522
Cell: *
Fax: *
Email: jperson@beltonpd.org

Maintenance Agreement No.:
804201404
Please reference this
no. on your order
Date Quoted: 8/4/20

I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____ Date: _____
Title: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.
11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS
96 Hours response time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

SECTION IV

7

R2020-50

A RESOLUTION OF THE CITY OF BELTON, MISSOURI APPROVING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ELECTRICAL SERVICES WITH BLACK AND MCDONALD.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, Staff received one (1) Qualification Packet from an interested electrical contractor on June 22, 2020 for the advertised Request for Qualifications (RFQ) for On-Call Professional Electrical Services (RFQ No. 20-004) for the City of Belton Public Works Department; and

WHEREAS, Staff recommends that the City contract with Black and McDonald to provide a wide range of electrical services to the City of Belton Public Works Department including but not limited to building electrical, treatment plant pump work, and general electrical work as needed. The award of this contract is a three-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Public Works Director is authorized to extend the Contract for five (5) subsequent one-year periods. The total term of the Contract shall not exceed eight (8) years; and

WHEREAS, the City Council believes that the approval of an On-Call Professional Services Contract for Electrical Services with Black and McDonald is in the best interest of the citizens of Belton.

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

SECTION 1. That the On-Call Professional Services Contract for Electrical Services with Black and McDonald, herein attached and incorporated to this Resolution as **Exhibit A**, is hereby approved for a period of three (3) years with the option of up to five (5) subsequent one-year renewals.

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

Duly read and passed this _____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2020 between Black and McDonald, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 6001 Front Street, Kansas City, Missouri, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

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

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

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

**ARTICLE I
THE WORK**

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

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

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

**ARTICLE III
CONTRACT SUM AND PAYMENT**

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

**ARTICLE IV
CONTRACT PAYMENT**

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

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

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

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

**ARTICLE V
INSURANCE REQUIREMENTS**

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City’s cost. Policies containing a Self-Insured Retention are unacceptable to City.
 - a. Commercial General Liability Insurance: with limits of \$3,000,000 per occurrence and \$3,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

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

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

**ARTICLE VII
TERMINATION OF AGREEMENT**

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

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

**ARTICLE VIII
ARBITRATION**

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

**ARTICLE IX
WARRANTY**

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

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

**ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION**

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

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

connection with the services requested herein.

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

**ARTICLE XI
ENTIRE AGREEMENT**

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

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

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

SEAL)

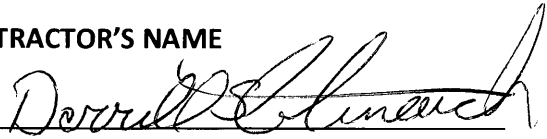
THE CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: 
Darrell Stubenrauch

Title: Project Manager

Attest: 
Gregg Isler

APPENDIX A General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

C. *Hold Harmless Clause*

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

Notwithstanding anything in this contract, Contractor's aggregate liability for any claims, damages, injuries, losses and other liabilities of any kind, whether in contract, tort or otherwise, arising by reason of or in connection with this contract, or performance or non-performance of the work, shall be limited as follows: i) in respect of losses for which insurance is to be provided in accordance with Article V herein, the general insurance limit for one occurrence in effect at the time of the execution of this contract and ii) \$2,000,000 in respect of losses suffered for which insurance is not required by either party in accordance with this contract. The foregoing shall not apply to liabilities that arise out of gross negligence, fraud or willful misconduct of the Contractor.

In no event shall either party be liable under this contract, or in connection with the performance or non-performance of work, whether due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated revenues or profits, damages by reason of loss of business reputation or opportunities, or for any special, exemplary, punitive, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever, even if such party was advised of the possibility of such loss or damage occurring.

D. *Exemption from Taxes*

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

charged taxes for materials or labor.

E. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

F. Invoicing and Payment

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

G. Cancellation

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

H. Contractual Disputes

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

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

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

I. Severability

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

J. Applicable Laws

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

K. Drug/Crime Free Workplace

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

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

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

L. Inspection

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

M. Escalation of Fees

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

N. Permits

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

O. Release of Information

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

P. Rejection of Bids

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

Q. Affidavit of Work Authorization and Documentation:

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

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

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

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

APPENDIX B

On-Call Professional Services Contract Attachments

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Contractor Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



City of Belton – Public Works Task Agreement

Contract:

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

Project Title:

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

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

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

Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:										
Project Discipline(s):										

Report(s) Received:

Work on File:

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

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

ATTACHMENT 2

Contractor Performance Appraisal

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

Contractor: _____ Date: _____

What type of activities was this Contractor responsible for?

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

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

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:



Black & McDonald

6001 East Front Street
Kansas City, MO 64120
Office: 913-789-8169
Fax: 913-789-8216

Rates as follows.

- Foreman, \$96.00 (This includes Service van and Tools)
- OT- 1.5x \$132.00
- OT- 2x \$165.00
- Journeyman, \$87.50
- OT- 1.5x, \$118.00
- OT-2x, \$149.00
- Apprentice period 5, \$65.00
- OT-1.5x \$87.50
- OT-2x, \$109.00
- Material 15%
- Bucket Truck \$26.00 per hour.

6/30/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2020 6/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co of America		25674
INSURER B : The Charter Oak Fire Insurance Company		25615
INSURER C : Travelers Indemnity Company of America		25666
INSURER D : Indian Harbor Insurance Company		36940
INSURER E :		
INSURER F :		

INSURED
1337975 CUSTOM LIGHTING SERVICES, LLC
D/B/A BLACK & MCDONALD
6001 E. FRONT STREET
KANSAS CITY MO 64120

COVERAGES CERTIFICATE NUMBER: 16803313 REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEPARATION OF INS'D <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	VTC2JCO2792C195TIL19	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	VTJCAP2792C202TIL19	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Deds. \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0L2878531925D	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	BUILDERS RISK/INST FLTR	N	N	QT6301J681028TIL19	11/1/2019	11/1/2020	\$3,000,000 PER JOBSITE/\$5,000 DED.
D	PROFESSIONAL POLLUTION			CEO7446792	11/1/2019	11/1/2020	PROF: \$10M PER OCC POLL: \$5M PER OCC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF BELTON IS NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

16803313
CITY OF BELTON
506 MAIN STREET
BELTON MO 64012

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

AUTHORIZED REPRESENTATIVE
Leann M. Apple



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER B : XL Insurance America, Inc.</td> <td></td> <td>24554</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Property Casualty Company of America		25674	INSURER B : XL Insurance America, Inc.		24554	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
CN108023680-UmbEx-19-20																					
INSURED Black & McDonald, Inc. 6001 E. Front St. Kansas City, MO 64120																					

COVERAGES **CERTIFICATE NUMBER:** CHI-009522535-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. / WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-9068X686-19-25	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
B	Excess Layer Liability		US00087165L19A	11/01/2019	11/01/2020	Per Occurrence 13,000,000 Aggregate 13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as additional insured with respect to Umbrella liability where required by written contract. Waiver of subrogation is applicable where required by written contract. As evidenced by the underlying schedule of policies endorsement, the Umbrella Liability Policy is in excess of the Commercial General Liability Policy (VTC2JCO2792C195TIL19 - Travelers Property Casualty Company of America), Employer's Liability portion of the Workers Compensation Policy (UBOL2878531925D - The Travelers Indemnity Company of America) and Automobile Liability Policy (VTJCAP2792C202TIL19 Travelers Property Casualty Company of America). Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Bellon, Missouri Public Works Department 506 Main Street Bellon, MO 64012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Keith A. Stiles
---	--

ATTACHMENT 5

AFFIDAVIT OF WORK AUTHORIZATION
(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

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

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

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

Name/Contractor: Darrell Stubenrauch

Company: Black and McDonald

Address: 6001 Front Street KCMO 64120

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

Company Name

Darrell Stubenrauch
Signature

Name: Darrell Stubenrauch

Title: Project Manager

Subscribed and sworn to before me this 22 day of June, 2022.

STATE OF Missouri COUNTY OF Jackson

Notary Public: Maria A. Hampton

My Commission Expires: 8/22/2022



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

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

SECTION IV

8

R2020-51

A RESOLUTION APPROVING THE PURCHASE OF A BAF 14' SHOP FAN TO BE INSTALLED INSIDE THE DESIGNATED PUBLIC WORKS FACILITY VEHICLE MAINTENANCE BUILDING IN THE NOT-TO-EXCEED AMOUNT OF \$3,869.00.

WHEREAS, The City of Belton recently purchased property at 700 Seabee Road for the new Public Works Facility. In order to make one of the buildings a functional base for the Vehicle Maintenance team, an industrial fan needs to be installed inside the designated Vehicle Maintenance Building. An industrial fan will provide an adequate functional work space environment for Public Works employees; and

WHEREAS, bids were solicited, and the City received three (3) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures; and

WHEREAS, Big Ass Fans (BAF) was the lowest and best bid in the amount of \$3,719.00 with an estimated shipping amount of \$150.00 for a total of \$3,869.00;

BAF	MacroAir	Humongous Fan
\$3,869	\$4,891.55	\$5,043.50

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

SECTION 1. That the purchase of a BAF 14' Shop Fan is hereby approved for purposes described above.

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

Duly read and passed this _____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



PROPOSAL

Public Works Department

QUOTE NUMBER: 00631812

THE ULTIMATE AIRFLOW SOLUTION

For more than 20 years, Big Ass Fans has set the standard for safer, more comfortable work conditions with airflow products purpose-built to excel in demanding environments. Our fans provide year-round relief from extreme temperatures, making people feel up to 10 °F (6 °C) cooler in summer and effectively circulating heated air in winter.

Engineered for efficient, maintenance-free operation and backed by unbeatable warranties, Big Ass fans deliver powerful airflow that keeps workers refreshed and productive. With a custom solution from Big Ass Fans, your business will reap the rewards of comfort and cost-savings for years.

Contact: **Kyle Mefford**

Email: kyle.mefford@bigassfans.com

Phone:

(877) 244-3267 | BIGASSFANS.COM

An ISO 9001:2015 compliant company | ©2020 Delta T, LLC dba Big Ass Fans. All rights reserved.



**EXCEPTIONALLY
ENGINEERED**

00631812

Quote Information

Quote Number	00631812	Created Date	8/3/2020
		Expiration Date	8/31/2020
Bill To Name	Public Works Department	Ship To Name	Public Works Department
Bill To:	700 Seabee rd Belton, MO 64012 US	Ship To:	700 Seabee rd Belton, MO 64012 US
SFDC ID	10805901		

General Information

Sales Rep	Kyle Mefford	Contact Name	Michael Kuhn
E-mail	kyle.mefford@bigassfans.com	Contact Phone	8168921293
Phone			
Fax	859-233-0139		

Comments

Comments

Sales Tax

Sales Tax is strictly an estimate and may change based on the shipping address of the order; sales tax is also subject to the tax provisions of the "STANDARD TERMS."

Product	Description	Qty	Total Price
Ceiling Fan Kit, Shop Fan, 14', 100-125V/1Ph, 1.0HP, >725W		1	\$3,719.00
- Basic 6/Powerfoil 8/Powerfoil 8 Plus Mount Kit-small mounting bracket, 5ft extension tube with guy wires			

Subtotal: \$3,719.00
Tax: \$ 0.00
Estimated Shipping: \$150.00
Grand Total: \$3,869.00

CUSTOMER CONTACT INFORMATION

PLEASE CONFIRM AND COMPLETE ALL BILLING AND SHIPPING INFORMATION FOR YOUR ORDER.

ACCOUNTS PAYABLE (BILLING) ADDRESS:

700 Seabee rd, Belton, MO, 64012, US

IS THE BILLING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ DUNS #: _____

SHIPPING ADDRESS:

700 Seabee rd, Belton, MO, 64012, US

IS THE SHIPPING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Contact Name: _____

Shipping Address: _____

City, State, Zip: _____

Email: _____

Phone: _____

If your organization requires a purchase order, please provide the PO number here: _____ Please provide any available PO documentation to your BAF sales representative.

If this purchase is tax exempt (e.g., 501(c)(3), 509(a), Section 527, registered resellers), you must provide a valid tax exemption certificate to your BAF sales representative.



STANDARD TERMS - NET 30 DAYS UPON APPROVAL

Shipping and handling is an estimate.

Our proposals include an estimate of applicable itemized sales taxes which Big Ass Fans is legally obligated to collect and remit. The final, actual amount of such taxes would only be known at the time the customer is actually invoiced for the order.

All products are subject to Big Ass Fans return policy. For full details visit bigassfans.com/returns

The Buyer must insure that product specifications are consistent with actual field installation requirements. Big Ass Fans product recommendations are based on product specifications as transmitted to the company. As such, Big Ass Fans is not responsible for inaccuracies between the communicated product specifications and actual field installation requirements. The Buyer of the specified products assumes responsibility for the cost of returning or exchanging specified product where specified product does not meet field requirements.

Any variations to product types or quantities (or omissions of existing light fixtures during the survey process – and now not represented in project) will be considered “add-on” and an additional material requirement. These add-on materials will be priced separately.

Big Ass Fans customers who have been approved for term credit and are invoiced for their orders may pay their invoice through one of our customary term credit payment methods of: Check, money order, wire transfer or ACH payment. Any such term credit approved customers who subsequently elect to pay their term invoice by credit card will also be charged a convenience fee for doing so. The exact amount of the convenience fee will be communicated to the customer before the transaction is processed and the card is charged. The Fee is calculated by multiplying the amount sought to be charged to the credit card by .03. (Fee = .03 x Total Amount Paid). If the customer elects not to pay the convenience fee, the customer may use one of the other payment channels alluded to above, free of charge.

Customer is responsible for paying all applicable state and local transactional taxes resulting from the sale. As a manufacturer of tangible personal property registered to do business in all 50 US States, Big Ass Fans is obligated to collect and remit applicable sales taxes and the transaction will be treated and reported as the sale of tangible personal property sold by a manufacturer.

To the extent that the Buyer takes any contrary position with any taxing authority subsequent to this transaction which results in additional and/or different transaction-based taxes for which Big Ass Fans is responsible, Big Ass Fans reserves the right to apply any sales tax collected to any such additional taxes due and/or invoice the Buyer for any other additional amounts due. Additionally, to the extent that applicable transactional taxes were not collected at the time of sale in reliance upon an Exemption Certificate or other exemption later found to be inapplicable by Big Ass Fans, in the exercise of its sole and absolute discretion, Big Ass Fans will invoice Buyer for any applicable sales or other transactional taxes.

Buyer covenants and agrees to promptly pay any such amounts to Big Ass Fans on the same terms and conditions as any other amounts owed to Big Ass Fans on the applicable Order.

The transaction and contract that is the subject of this Proposal shall be governed by the internal laws of the Commonwealth of Kentucky. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This Proposal and its Associated Terms may not be modified or added to, except by a subsequent writing executed by Big Ass Fans.

PURCHASING OR USING ANY OF OUR PRODUCTS & SERVICES INDICATES YOU AGREE WITH OUR [TERMS OF SERVICE](#) AND [PRIVACY POLICY](#). (FOR FULL WARRANTY, TERMS, AND CONDITIONS FOR ALL BIG ASS PRODUCTS, VISIT BIGASSFANS.COM.)

00631812

\$3,869.00

STANDARD PAYMENT TERMS – CASH IN ADVANCE

Standard Payment terms are set at 100% Cash in Advance. We accept payment by credit card, wire transfer, or check. We will need to receive payment for your order prior to shipment.

FREIGHT CHARGES

International freight is not included in this quote unless defined in the 'FREIGHT INFORMATION' portion of this proposal. Freight charges and transit times are strictly estimates and are subject to change at the time of purchase. They are estimated based upon the freight carrier, method of freight, and Incoterm to the port or place of destination as stated above in the 'FREIGHT INFORMATION' portion of this proposal. This quote excludes taxes, duties, customs charges, and other import fees.

EXPORT CONTROL STATEMENT

This quote was created with the knowledge that these products are going to be exported outside the United States. By signing this quote or submitting a purchase order, you agree to the following: These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

EEO FILING, EXPORT LICENSING, AND ROUTED EXPORT TRANSACTIONS

United States Law requires reporting qualifying export transactions into the Automated Export System ("AES") prior to shipment. The U.S. Principal Party in Interest ("USPPI") is responsible for filing the Electronic Export Information ("EEI") and maintaining a record of all documentation. For purposes of filing the EEI, the USPPI is the person or legal entity in the United States that receives the primary benefit, monetary or otherwise, from the transaction. In the cases where Big Ass Fans is the USPPI, Big Ass Fans will be responsible for filing the EEI, except in the cases of Routed Export Transactions, as defined below.

EEI AUTHORIZATION ON ROUTED TRANSACTIONS CONT.

Big Ass Fans is NOT the USPPI for those international shipments in which Big Ass Fans is selling to either (1) a U.S. person or party who in turn resells the goods to a foreign buyer or who otherwise receives the primary benefit from the export transaction, or (2) a foreign entity that is in the United States when the items are purchased or obtained for export. In those cases, the U.S. reseller or foreign entity is considered to be the USPPI, and is responsible for the filing of accurate EEI data in the AES system.

A routed export transaction is a transaction in which the Foreign Principal Party in Interest ("FPPI", a.k.a. the foreign buyer or consignee) authorizes a U.S. agent to facilitate the export of items from the United States and to prepare and file the EEI into AES. For those international shipments where Big Ass Fans is the USPPI, Big Ass Fans will consider any international shipment accepted under Incoterms EXW, FCA, FAS or FOB as a Routed Export Transaction. In a Routed Export Transaction, it is the responsibility of the FPPI to ensure that the EEI has been filed and all information is accurate.

When a shipment is considered a Routed Export Transaction, the FPPI, having an office and business address provided in this document, acknowledges the following:

1. You will authorize a U.S. agent to export and file EEI on your behalf. This authorization shall be in the form of a Power of Attorney (POA).
2. You will provide Big Ass Fans with the contact information of your authorized U.S. agent.
3. Your authorized U.S. agent will provide a copy of the POA to Big Ass Fans.
4. Big Ass Fans will provide the required EEI data to your authorized U.S. agent..
5. Your authorized U.S. agent will mark the transaction as a Routed Export Transaction in the AES system.
6. Your authorized U.S. agent will provide a copy of the EEI filing, including the Internal Transaction Number (ITN), to Big Ass Fans within 10 days of cargo departure.

All parties that participate in transactions subject to the Export Administration Regulations ("EAR") must comply with the EAR. The USPPI is the exporter. The exporter must determine licensing authority (License, License Exception, or NLR), and obtain the appropriate export license or other authorization when necessary.

The statements above are intended for informational purposes only. Nothing is to be considered as rendering legal or trade compliance advice for any specific matter. External parties are responsible for obtaining such advice from their own legal counsel, Customs broker, or Trade Compliance expert. Big Ass Fans is not providing legal or trade compliance advice, and, as such, accepts absolutely no responsibility for any loss or claim which may arise from reliance on the information above. Big Ass Fans expressly disclaims, to the fullest extent permitted by applicable law, any and all liability with respect to acts or omissions made by customers, their representatives or their agents on the basis of such information.

PRODUCT SPECIFICATIONS

The Buyer must ensure that product specifications are consistent with actual field installation requirements. Big Ass Fans product recommendations are based on specifications as transmitted to the company. As such, Big Ass Fans is not responsible for inaccuracies between the communicated specifications and actual field installation requirements. The Buyer of the specified products assumes responsibility for the cost of returning or exchanging specified product where specified product does not meet field requirements.

INTELLECTUAL PROPERTY

Big Ass Fans retains exclusive ownership of all intellectual property rights embodied by and/or associated with the products sold.

HOW TO ORDER

AN ORDER MAY BE PLACED IN ANY OF THE FOLLOWING METHODS:

- Sign and date this quote in the specified area below if all billing information, shipping information, and product information is correct.
- Please return all pages of the proposal, and terms and conditions to your Big Ass Representative when signed and dated. We ask you to contact your Big Ass Fans Representative if any information is incorrect, prior to signing the quote.
- Submit a formal Purchase Order. Your Purchase Order must include your shipping information, your billing information, the fan model, the fan size, quantity, the voltage and phase, the extension tube length, the mounting kit, special options, freight charges, and prices.

REGARDLESS OF YOUR METHOD OF ORDERING, YOU MUST ALSO SUBMIT THE FOLLOWING INFORMATION ALONG WITH YOUR ORDER FOR WARRANTY, CUSTOMER SERVICE, AND U.S. EXPORT COMPLIANCE PURPOSES:

- The end-user information.
- If this is going to be used in an industrial or commercial space, please submit the company and contact name, city, and country where the fans are going to be used.
- If this is going to be used in a residential space, please submit the contact name, city, and country where the fans are going to be used.
- Your billing information
- Your shipping information including a shipping contact name, phone number, and email address.
- For applicable incoterms, please submit your customs broker information, including a company name, company address, contact name, phone number, and email address.
- If you are using a freight forwarder to ship the products outside the United States of America, please submit the booking number with your freight forwarder.

PURCHASING OR USING ANY OF OUR PRODUCTS & SERVICES INDICATES YOU AGREE WITH OUR [TERMS OF SERVICE](#) AND [PRIVACY POLICY](#). (FOR FULL WARRANTY, TERMS, AND CONDITIONS FOR ALL BIG ASS PRODUCTS, VISIT [BIGASSFANS.COM](#).)

CLIENT

BIG ASS FANS

Signature

Signature

Printed Name

Printed Name

Date

Date

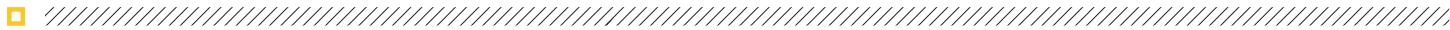


ShopFan

Technical Specifications



Lightweight and pre-wired for easy installation, ShopFan by Big Ass Fans® is an impressive and economical fan package for workshops, small manufacturing facilities, and industrial spaces. Easy installation, superb performance and year-round energy savings — just what you'd expect from Big Ass Fans.



EASY INSTALLATION FOR SMALLER SHOPS

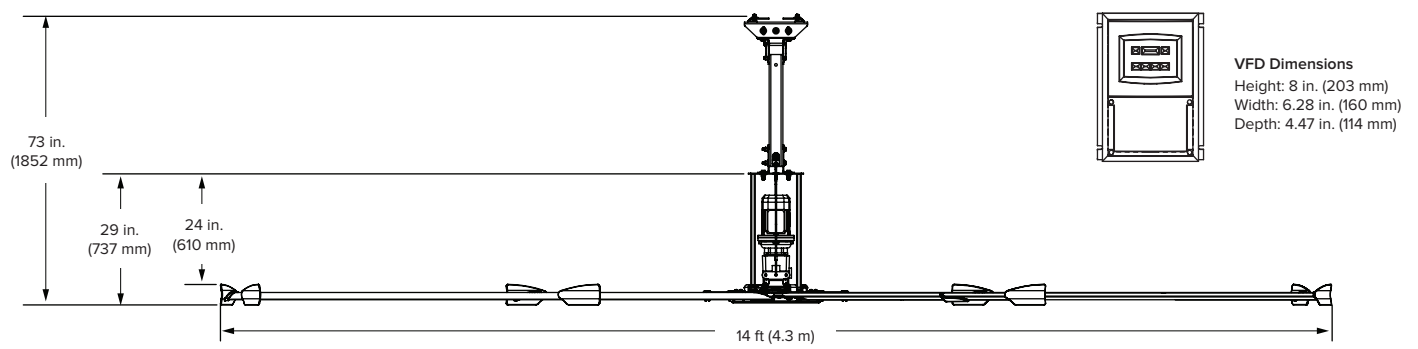
- **Convenient Installation** — Lightweight and pre-wired for easier, faster installation; plug and play in any 110–125 V, 20 A receptacle
- **Airfoils** — Six patented aluminum airfoils (mill finish)
- **Winglets** — Cuffed winglets eliminate wind noise (safety yellow)
- **Motor and Gearbox** — Industrial-grade motor and gearbox feature inline helical-cut gears for efficient, durable, and reliable operation; lubricated for life with synthetic oil
- **Hub System** — Machine-cut precision components for uniform load distribution
- **Controller** — NEMA 4X variable speed drive is pre-wired to the motor with a 50 ft (15.2 m) cord and includes a 10 ft (3 m) AC supply power cord
- **Mounting** — Standard mount with 36 in. (914 mm) extension tube install to I-beams and angle iron; optional kits allow for mounting to large I-beams, solid beams, Z-purlins, and pitched roofs
- **Safety Features** — Airfoil retainers, hub retainer clips, safety cables, Grade 8 bolts, fire relay (must be wired if required by local code)
- **Efficiency** — Moves more air than 70 standard ceiling fans at just a fraction of the operating cost



The unique aerodynamic design eliminates vortex formation at the airfoil tips.

Technical Specifications							
Diameter (A)	Weight ¹	Max speed	Airfoil clearances ²	Input power and required breaker	Max amps	Motor	Sound at max speed ³
14 ft (4.3 m)	145 lb (65.8 kg)	101 RPM	10 ft (3 m) above floor 2 ft (0.6 m) on sides 5 ft (1.5 m) below ceiling deck	100–125 VAC, 50/60 Hz, 1 Φ, 20 A	11 A	1.0 hp (0.75 kW)	< 55 dBA

¹ Weight does not include mount or extension tube.
² Measure the distance from the tip of the winglet to the ceiling or major obstruction.
³ Fans are sound tested at maximum speed in a laboratory environment. Actual results in field conditions may vary due to sound reflecting surfaces and environmental conditions.



Certified to UL 507 and CSA C22.2

Lead times may vary.
 See full warranty for coverage information.
 Specifications subject to change without notice.



USA
 BIGASSFANS.COM
 877-244-3267

CANADA
 BIGASSFANS.COM
 844-924-4277

AUSTRALIA
 BIGASSFANS.COM/AU
 1300 244 277

SINGAPORE
 BIGASSFANS.COM/SG
 65 6709 8500

MALAYSIA
 BIGASSFANS.COM/SG
 603 5565 0888



Quote Date: 07/20/2020

Quote #34974

PREPARED FOR

Public Works

Michael Kuhn
700 Seabee Rd
Belton, Missouri 64012
mkuhn@belton.org

PREPARED BY

Amber Jimenez
MacroAir
794 S Allen Street
San Bernardino, CA 92408
909-975-7483
ajimenez@macroairfans.com

Item Summary

Item Name	Quantity	Price/Unit	Total Price
Z Series			
[#2xx1-MA] 208-240V Single Phase, 50/60Hz	1	\$4,600.00	\$4,600.00
[#MZ14] 14 FT Diameter Z Series Fan Blades	1	\$0.00	\$0.00
[#60-90006-00] Series Universal Mount: I-beam Hardware Kit (Standard)	1	\$0.00	\$0.00
[#30-90301-00] Analog Remote Control (Standard)	1	\$0.00	\$0.00

Items Subtotal	\$4,600.00
Estimated Freight	\$291.55
Total Cost	\$4,891.55
Tax (0%)	\$0.00
Installation	\$0.00
Grand Total Cost	\$4,891.55

SIGNATURE

DATE

Disclaimer

- * MacroAir is not responsible for verifying mounting methods, drop lengths, or controls.
- * Distributor is responsible for verifying quote to spec.
- * Voltage and phase MUST be confirmed before purchase
- * Rapid Mount Commercial is for wood beams 6" or wider

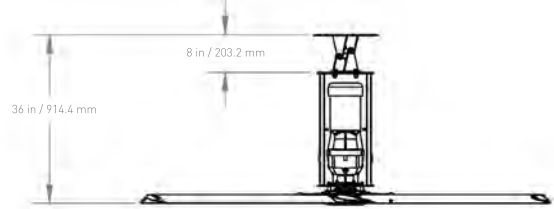
Z Series

The ultimate utility fan, the MacroAir Z Series industrial fan uses tried and true technology which is proven to last over time. The Z Series uses a reliable gearbox-driven power unit to provide huge airflow at a great value. With basic features and accessories, the Z Series industrial fan will meet any budget while performing better than any fan in its class.



STANDARD FEATURES

- Integrated Gearmotor
- Clearcoat anodized airfoil blades
- Forward, reverse, variable speed
- Variable frequency drive- basic fire alarm integration
- Analog remote for one-to-one fan control
- Safety Components: safety cable, Universal Mount with guy wires, blade retainer links



STEP 1: DIAMETERS

Item #	Diameter	Qty
MZ08-0100-MA	8 ft Power Unit, 1.0 HP	
MZ10-0100-MA	10 ft Power Unit, 1.0 HP	
MZ12-0100-MA	12 ft Power Unit, 1.0 HP	
MZ14-0100-MA	14 ft Power Unit, 1.0 HP	
MZ16-0100-MA	16 ft Power Unit, 1.0 HP	
MZ18-0100-MA	18 ft Power Unit, 1.0 HP	
MZ20-0150-MA	20 ft Power Unit, 1.5 HP	
MZ24-0200-MA	24 ft Power Unit, 2.0 HP	

STEP 2: VOLTAGE

Item #	Voltage Options	Qty
1xx1-MA*	100-120V Single Phase, 50/60 Hz	
2xx1-MA	208-240V Single Phase, 50/60 Hz	
2xx3-MA	208-240V Three Phase, 50/60 Hz	
4xx3-MA	480V Three Phase, 50/60 Hz	
6xx3-MA	600V Three Phase, 50/60 Hz	

xx=horsepower

STEP 3: MOUNTING

Item #	Mount Options	Qty
60-90006-00	Series Universal Mount: I-beam Hardware Kit (Standard)	
60-40041-00	Glulam Hardware Kit (for Universal Mount)	

STEP 4: CONTROLS

Item #	Description	Qty
30-90301-00	Analog Remote Assembly (Standard)	

*Only available for 8ft-18ft

Z Series

OPTIONAL: EXTENSIONS

Item #	Length (ft/in)	Length (m)	Qty
51-80100-02	1 ft	0.30 m	
51-80200-02	2 ft	0.61 m	
51-80300-02	3 ft	0.91 m	
51-80400-02	4 ft	1.22 m	
51-80500-02	5 ft	1.52 m	
51-80600-02	6 ft	1.82 m	
51-80700-02	7 ft	2.13 m	
51-80800-02	8 ft	2.44 m	
51-80900-02	9 ft	2.74 m	
(51-8ftin-02)	Customization fee		

Z Series EXTENSIONS are an additional drop tube attached to the top of the frame. Without an **Extension**, the total drop for a **Z Series** fan is 3 ft (fan, frame, and mount)

Z Series fans can only be connected with a single-piece of custom length extension.

ft = length in **feet** (i.e. 04 for 4 feet, 10 for 10 feet)

in = length in **inches** (i.e. 05 for 5 inches, 10 for 10 inches)

To order Extension greater than 10 ft, please call MacroAir.

Do you have a custom color in mind? Custom powder coating is available for all our blades, mounts and drop lengths.

OPTIONAL: POWDER COATING

Item #	Diameter	Estimated Lead Time	Qty
60-10008-02	8 ft / 2.44 m	15 business days	
60-10010-02	10 ft / 3.05 m	15 business days	
60-10012-02	12 ft / 3.66 m	15 business days	
60-10014-02	14 ft / 4.27 m	15 business days	
60-10016-02	16 ft / 4.88 m	15 business days	
60-10018-02	18 ft / 5.49 m	15 business days	
60-10020-02	20 ft / 6.07 m	15 business days	
60-10024-02	24 ft / 7.32 m	15 business days	
Special Finishes			
Mounting hardware & drop length	All Diameters	15 business days	

For powder coating colors, please refer to Appendix A.

ADDITIONAL OPTIONS

Item #	Description	Qty
-FD	Food-Grade / Stainless Steel - 1.0 HP*	
-EX	Explosion Proof Motor -1.0 HP* (Separate Motor and Gearbox)	

*Only Available for 8ft-18ft

Z Series

BASIC SPECIFICATIONS

AIRFOIL DIAMETER	8ft	10ft	12ft	14ft	16ft	18ft	20ft	24ft
Airfoil Style	7.375" Extruded Anodized Aluminum Airfoil							
Number of Airfoils	6							
PERFORMANCE								
Max Speed	202 RPM	162 RPM	129 RPM	103 RPM	84 RPM	70 RPM	70 RPM	62 RPM
Recommended Spacing*	50 ft [15.2 m]	60 ft [18.3 m]	65 ft [19.8 m]	70 ft [21.3 m]	85 ft [25.9 m]	90 ft [27.4 m]	100 ft [30.5 m]	110 ft [33.5 m]
Max Affected Area	3,600 ft ² [336 m ²]	6,000 ft ² [557 m ²]	8,000 ft ² [743 m ²]	10,000 ft ² [929 m ²]	12,000 ft ² [1,115 m ²]	14,000 ft ² [1,301 m ²]	18,000 ft ² [1,673 m ²]	20,000 ft ² [1,858 m ²]
Sound Level dBA at Max Speed**	58	58	58	58	58	58	61	61
HANGING REQUIREMENTS								
Hanging Weight	171 lbs [77.56 kg]	178 lbs [80.74 kg]	189 lbs [85.73 kg]	195 lbs [88.45 kg]	202 lbs [91.63 kg]	208 lbs [94.35 kg]	217 lbs [98.43 kg]	270 lbs [122.5 kg]
Max Torque	18 lbf/ft [24 Nm]	24 lbf/ft [33 Nm]	31 lbf/ft [42 Nm]	43 lbf/ft [58 Nm]	40 lbf/ft [54 Nm]	58 lbf/ft [79 Nm]	88 lbf/ft [119 Nm]	126 lbf/ft [171 Nm]
Max Thrust in Reverse	4 lbs [1.8 kg]	6 lbs [2.7 kg]	9 lbs [4.1 kg]	14 lbs [6.4 kg]	15 lbs [6.8 kg]	21 lbs [9.5 kg]	31 lbs [14.1 kg]	44 lbs [20 kg]
MOTOR AND DRIVE TRAIN								
Motor Type	AC induction Motor with a sealed 2-stage helical gear box							
Equivalent Horsepower Rating	1.0 HP (8-18ft) / 1.5 HP (20ft) / 2.0 HP (24ft)							
Operating Temp Range	16°F [-10C°] - 104 F° [40C°]							
MAX AMP DRAW								
100-120V Single Phase	16.6A	16.6A	16.6A	16.6A	16.6A	16.6A	N/A	N/A
208-240V Single Phase	20.2A	20.2A	20.2A	20.2A	20.2A	20.2A	20.2A	20.2A
208-240V Three Phase	10.8A	10.8A	10.8A	10.8A	10.8A	10.8A	10.8A	10.8A
480V Three Phase	4.3A	4.3A	4.3A	4.3A	4.3A	4.3A	4.3A	4.3A
600V Three Phase	2A	2A	2A	2A	2A	2A	N/A	N/A
POWER AND CONTROLS								
Power Source	Single Phase 100-120 VAC 50/60 Hz / Single Phase 208-240 VAC 50/60 Hz / Three Phase 208-240 VAC 50/60 Hz / Three Phase 480 VAC 50/60 Hz / Three Phase 600 VAC 50/60 Hz							
Control Options	Analog Remote							
INSTALLATION								
Mounting Hardware	Universal Mount Hardware							
Extension	Optional extensions are available in 1 ft increments; all drop lengths require guy wires							
RATINGS AND COMPLIANCE								
Fire and Sprinkler	NFPA Compliant							
Wash Down Duty Rating***	IP55							
Certifications	UL 507							

*For spacing between fan units based on the dimensions of a specific space please refer to <https://macroairfans.com/airviz>.

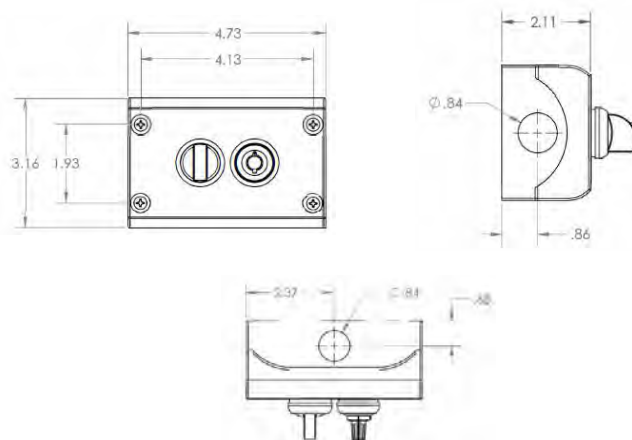
**Sound testing taken with the sensor 5 ft above the ground and 20 ft from the center of the fan at 20 ft high.

***Applicable to the fan unit only, does not include controller and control panel.

MacroAir Controllers - Analog Remote

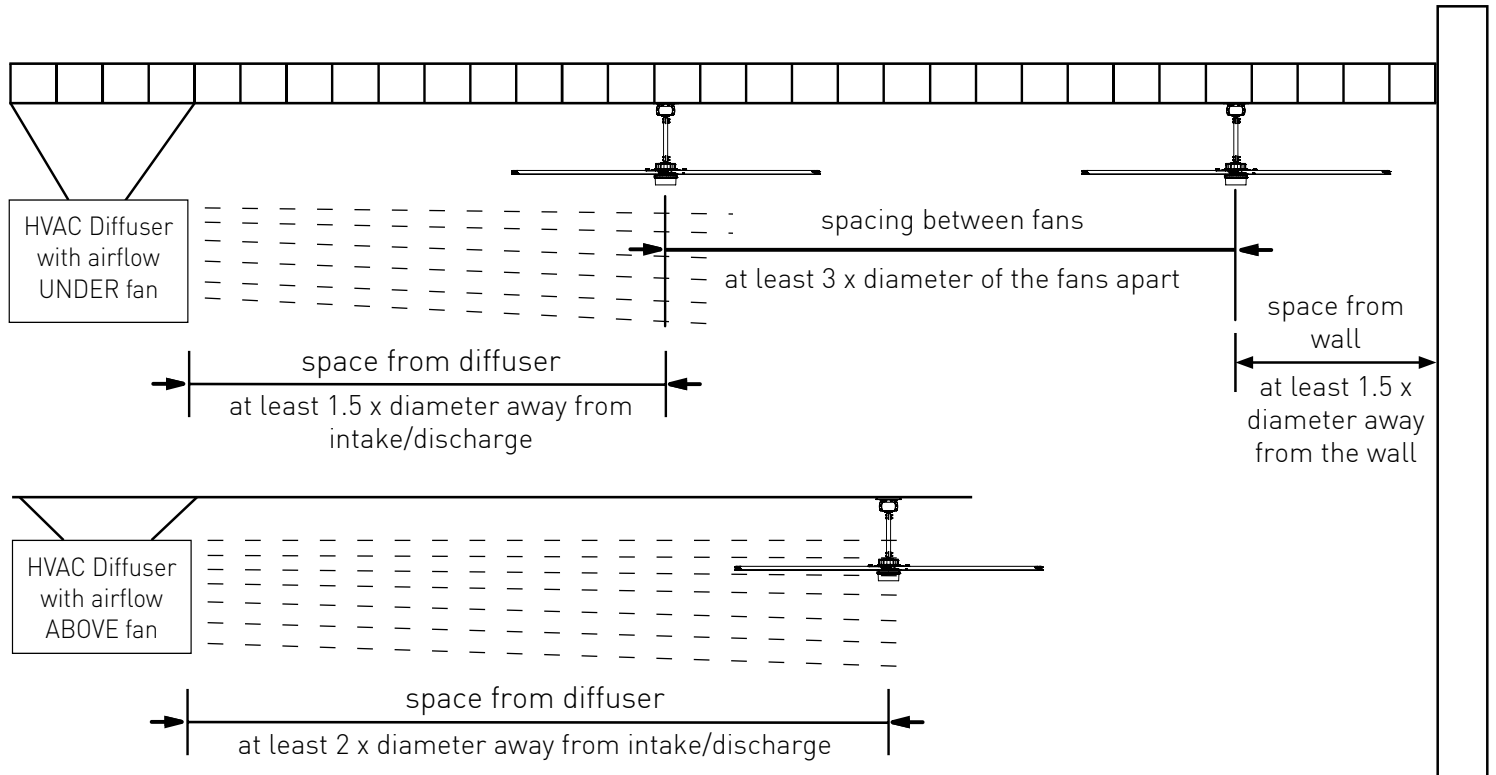


- Available for Z Series only
- Controls 1 fan
- Simple and intuitive variable speed control



Features	Analog Remote
Item #	30-90301-00
# Fans Controlled	1 fan
Display	2.8 TFT
Rating	IP 65
Weight (incl. enclosure)	375 g
Communication Protocol	0-10V
Size (incl. enclosure)	91.2 x 135.5 x 42.0
Operating Temperature	16° to 158°F / -10° to +70°C
Storage Temperature	-22° to 176°F / -30° to +80°C

Fan Placement & Clearance



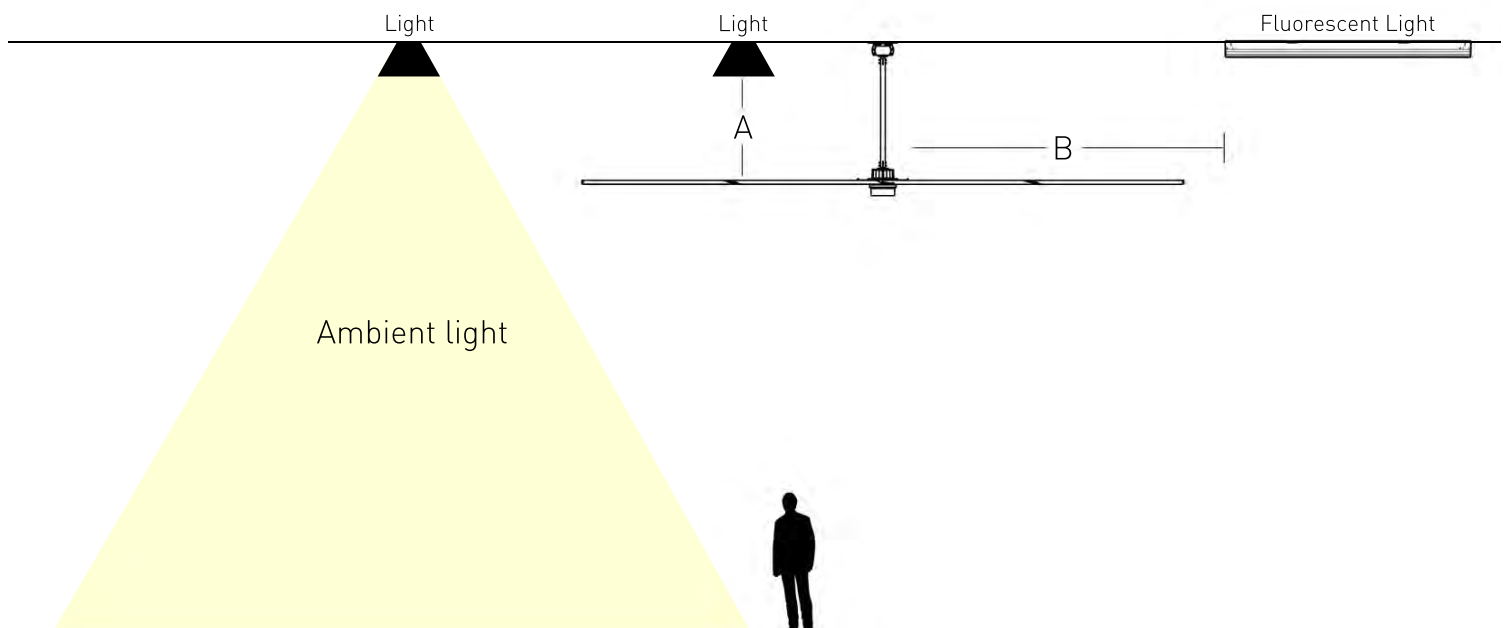
General Notes:

Dimension "A": The smaller the distance between the light and the blade, the higher concentration and frequency of shuttering. So the greater distance "A" is from the fan blade, the less the shuttering effect.

Dimension "B": The closer the light is located to the center of the fan, the higher the frequency of shuttering.

Ambient light: Another variable increasing the shuttering effect is the amount of ambient light available. The more lights, the less the effect. As shown, the more overlapping patterns the less shuttering/strobing. The type of light can also influence the effect. For example, a domed light is more sensitive than a fluorescent tube.

Summary: Variables that affect strobing are (1) blade to light height, (2) the fan center to light dimension, and (3) the amount of ambient light within the space. To minimize the possible negative effects of strobing, follow all MacroAir installation instructions including clearance requirements.



HUMONGOUS FAN

A Division of Acorn Technology Corporation

Quote No: Q20A0810ksp06

Date: 8/10/2020

Name: Michael Kuhn	Email: mkuhn@belton.org
Company: Belton MO	Phone: 816-892-1293

Quantity	Item	Description	Unit Price	Extended
1	12' Fan	12ft. Diameter HVLS Fan & VFD Controller	\$4,272.00	\$4,272.00
1	MTG-EXT-73.5	6 Foot Steel Mounting Extension kit & Clamp	\$621.00	\$621.00

Quote valid for 30 days

Returns will be subject to a restocking fee. Min.30% Down Payment Required at Time of Order

FOB Factory. Acorn Technology standard terms, conditions of sale apply.

Please note: 3' and 6' Mounting Extension Kits are sold seperately.

Shipping is Estimate Only, Subject to Change - Ohio customers add OH sales tax.

Notes: We need a 12' HVLS fan with a mount and extension rod suitable for a building with a pitched roof.

Subtotal 1	\$4,893.00
Qty Discount	
Sales Tax	
Subtotal 2	\$4,893.00
LTL Freight to 64012	\$150.50
Total	\$5,043.50

Technical Specifications				
Fan Diameter	8 ft.	12 ft.	16 ft.	20 ft.
Number of Airfoils	8 Airfoils			
Color Options				
Fan Weight	91.4 lbs.	109.0 lbs.	127.4 lbs.	161.2 lbs.
Motor Enclosure	Totally Enclosed Fan-Cooled			
Motor Power	0.5 HP			1.0 HP
Maximum RPM	44 RPM	44 RPM	44 RPM	39 RPM
Maximum CFM*	~45,000 CFM	~90,100 CFM	~123,000 CFM	~197,000 CFM
Sound Level (dBA)**	<57 dBA	<57 dBA	<57 dBA	59 dBA
Direct Breeze Region ***	28 - 32 ft. diameter	42 - 48 ft. diameter	56 - 64 ft. diameter	70 - 80 ft. diameter
Best Industrial Spacing ****	42 ft.	63 ft.	84 ft.	105 ft.
Max Square. Footage ****	4,250 sq. ft.	8,500 sq. ft.	12,750 sq. ft.	19,750 sq. ft.
Input Power	110-120V, 1φ: 13.0 A 208-240V, 1φ: 6.4 A 208-240V, 3φ: 3.7 A 460-480V, 3φ: 1.85 A			208-240V, 1φ: 12.3 A 208-240V, 3φ: 7.12 A 460-480V, 3φ: 3.50 A
Motor Maximum Full Load Amps	208-240V: 1.90 A 460-480V: 0.95 A			208-240V: 3.66 A 460-480V: 1.83 A
Minimum Airfoil Clearances	Sides: 2 ft. Ceiling Deck: 4 ft.	Sides: 2 ft. Ceiling Deck: 5 ft.	Sides: 2 ft. Ceiling Deck: 6 ft.	Sides: 2 ft. Ceiling Deck 6 ft.
Standard Mount	I-Beam/Z-Purlins/Open Joist			
Extensions	3 ft. and 6 ft. Mounting Extensions Available			
Controller	NEMA 1 Wall Mounted VFD Inverter w/Keypad and Control Dial			
Safety Features	Safety Cable, Hub Clips, Hub Retainer, Dual-Method Fastening of all Joined Components, Integrated Sprinkler Shut-Off			
Warranty	5 Years All Parts			

* CFM measurements are an approximation derived from several factors. AMCA does not certify CFM ratings for fans larger than 8' in diameter.

** dBA measurements taken directly beneath units running at 3/4 speed in an active work environment.

*** For applications in which breeze production/ventilation is the foremost consideration, applies to operation at 1/2 max speed with a clear floor.

**** For applications in which heating/cooling cost reduction is the foremost consideration

SECTION IV

9

R2020-52

A RESOLUTION APPROVING THE PURCHASE OF ONE LIFEPAK15 MONITOR/DEFIB WITH ASSOCIATED EQUIPMENT FROM STRYKER FOR \$35,072.51.

WHEREAS, the Belton Fire Department is completing the outfitting of a reserve ambulance unit for use as an extra unit for use during times of call overload or local events requiring ambulance standby; and

WHEREAS, a monitor/defibrillator is an essential piece of equipment used in patient care and transport; and

WHEREAS, the purchase of a Stryker LIFEPAK 15 is a sole source purchase to match the multiple units already used by Belton Fire Department; and

WHEREAS, this project is being funded through Safety Sales Tax revenues; and

WHEREAS, this project was approved in the FY21 Capital Budget.

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

Section 1. That the purchase of one LIFEPAK15 Monitor/Defib unit and associated equipment be approved as outlined in Quote Number: 10067961 incorporated as **EXHIBIT 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 of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



Belton 2020 LP15

Quote Number: 10067961

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: BELTON FIRE DEPT

Rep: Todd Tibbetts

Attn:

Email: todd.tibbetts@stryker.com

Phone Number:

Quote Date: 08/14/2020

Expiration Date: 11/16/2020

Delivery Address

Name: BELTON FIRE DEPT

Account #: 1299878

Address: 16300 N MULLEN RD

BELTON

Missouri 64012-2618

End User - Shipping - Billing

Name: BELTON FIRE DEPT

Account #: 1299878

Address: 16300 N MULLEN RD

BELTON

Missouri 64012-2618

Bill To Account

Name: CITY OF BELTON

Account #: 1070660

Address: 506 MAIN ST

BELTON

Missouri 64012

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	11140-000015	AC power cord	1	\$70.55	\$70.55
2.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	1	\$414.96	\$414.96
3.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$21.84	\$21.84
4.0	11160-000015	NIBP Cuff-Reusable, Adult	1	\$26.88	\$26.88
5.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$30.24	\$30.24
6.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$51.24	\$51.24
7.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$73.08	\$73.08
8.0	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	1	\$69.72	\$69.72
9.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	1	\$30,853.20	\$30,853.20
10.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	\$0.00	\$0.00
11.0	21996-000109	Titan III WiFi Gateway	3	\$869.40	\$2,608.20
12.0	11171-000032	Masimo™Rainbow™DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	1	\$852.60	\$852.60
				Equipment Total:	\$35,072.51

Price Totals:

Grand Total: \$35,072.51



Belton 2020 LP15

Quote Number: 10067961

Version: 1

Prepared For: BELTON FIRE DEPT

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Todd Tibbetts

Email:

todd.tibbetts@stryker.com

Phone Number:

Quote Date: 08/14/2020

Expiration Date: 11/16/2020

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

SECTION IV

:

R2020-53

A RESOLUTION APPROVING A NO-COST AGREEMENT BETWEEN THE CITY OF BELTON FIRE DEPARTMENT AND BRYCER, LLC FOR THE USE OF “THE COMPLIANCE ENGINE” SOFTWARE THAT WILL PERIODICALLY PERFORM FIRE PROTECTION SYSTEMS TEST.

WHEREAS, businesses in the City of Belton, Missouri (“City”) with fire protection systems are required by City Code to have said systems tested on a periodic basis; and

WHEREAS, the Belton Fire Department monitors compliance with required testing of fire protection systems; and

WHEREAS, Brycer, LLC offers a no-cost software solution to assist fire departments in monitoring compliance with fire protection system testing requirements; and

WHEREAS, the Belton Fire Department participates in the Heart of America Fire Marshal’s organization, which is implementing the Brycer, LLC software solution as a group; and

WHEREAS, the City Council of the City desires that the Belton Fire Department participate in the Brycer, LLC software solution by entering into the Letter Agreement attached hereto as Exhibit A.

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

- Section 1.** That the City Council hereby authorizes and approves the execution of the Letter Agreement herein attached as Exhibit “A”.
- Section 2.** That the Mayor is hereby authorized to sign the Agreement on behalf of the City of Belton, Missouri.
- Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this _____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk

of the City of Belton, Missouri

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

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

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

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

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

July 15th, 2020

Belton Fire Department
16300 N Mullen Rd, Belton
MO 64012

Re: “The Compliance Engine”

Dear Belton Fire Department,

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the Belton Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

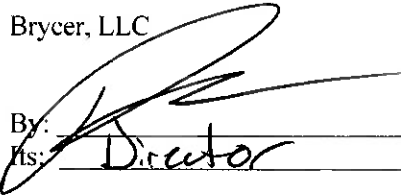
4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: 
Its: Director

Acknowledged and Agreed to this
__ day of _____, 20__:

[Belton Fire Department]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure including the Missouri Open Meeting and Records Act, provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party, in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURT'S LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.