



**Agenda of the Belton City Council  
September 14, 2021 – 6:00 p.m.  
520 Main Street, Belton Missouri  
<https://www.belton.org/watch>**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Capital Improvement Program (CIP) – Greg Rokos
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Kraft
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. CONSENT AGENDA

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

  - A. **Motion approving the minutes of the August 24, 2021 City Council Meeting.**

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  - B. **Motion approving the August 2021 Municipal Division Summary Report for Municipal Court.**

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

City departments have reviewed these items and it was determined there was no value to any departments.

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- D. **Motion authorizing a temporary liquor permit for Broken Hatchet Brewing, 422 Main Street, for the Park Department's 2021 Cruise Nights on September 25, 2021, in an already approved closed area of Herschel Street to Chestnut Street, down Main Street, contingent upon obtaining state liquor permits.**

Broken Hatchet has received Park Department approval for this permit. See attached map.

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- E. Motion approving Resolution R2021-69  
**A resolution of the Belton City Council appointing members to the Board of Directors of the Belton/Raymore Interchange Transportation Development District.**

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- F. Motion approving Resolution R2021-70  
**A resolution approving the purchase of 20 Motorola APX 6000XE radios and associated equipment from Motorola Solutions in the amount of \$88,850.40.**

This purchase is included in the FY22 budget.

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- G. Motion approving Resolution R2021-71  
**A resolution approving the purchase of a John Deere 4066R compact utility tractor with accessories from Van-Wall Equipment, Inc., for a total amount of \$54,976.04.**

This purchase is included in the FY22 budget.

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- H. Motion approving Resolution R2021-72  
**A resolution adopting a Five-Year Capital Improvement Program for Fiscal Years 2022 through 2026.**

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- I. Motion approving Resolution R2021-73  
**A resolution formally accepting the Fairfield Inn and associated outlot new public infrastructure of 1,026 feet of 8” waterline and associated valves, fittings, and fire hydrants and 236 feet of sanitary sewer main and one manhole with a two-year maintenance bond in the amount of \$80,000.00.**

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- J. Motion approving Resolution R2021-74  
**A resolution approving Task Agreement 2021-1 with Infrastructure Solutions, LLC to build the City of Belton Police Department waterline replacement in the not-to-exceed amount of \$48,770.76.**

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- K. Motion approving Resolution R2021-75  
**A resolution approving Task Agreement 2021-16 with JCI Industries, Inc. for Sunrise Gardens lift station pump replacement needs in the not-to-exceed amount of \$95,286.00.**

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- L. Motion approving Resolution R2021-76  
**A resolution approving Task Agreement 2021-15 with JCI Industries, Inc. for aerator No. 6 replacement needs at the Wastewater Treatment Facility in the not-to-exceed amount of \$57,372.00.**

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-53  
**An ordinance approving a Final Plat for Martinwood Addition, Lot 1A & 1B, being a Replat of Lot 3 and the North half of Lot 2 in Martinwood Addition, as specified in the plat legal description; the replat being a tract of land in the Southwest quarter of Section 6, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the Plat for recording with the Cass County Recorder’s office.**
- B. Motion approving the final reading of Bill No. 2021-54  
**An ordinance approving a Second Amendment to the First Amended and Restated Tax Increment Financing Redevelopment Agreement and the Second Amended and Restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, L.L.C.**

- C. Motion approving the first reading of Bill No. 2021-08

This bill was postponed from the June 8, 2021 Belton City Council meeting.

**An ordinance amending Sections: 42-36, Rates Inside the City; 42-38, water rates for approved water districts or local governments; 42-39, rates for water consumed outside city; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.**

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- D. Motion approving the first reading of Bill No. 2021-55

**An ordinance of the City Council of the City of Belton, Missouri amending Section 8-119 Costs, Fees, and Surcharges of the Code of Ordinances, City of Belton.**

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- E. Motion approving the first reading of Bill No. 2021-56

**An ordinance authorizing an agreement with the Office of State Courts Administrator for the implementation of the Show-Me Courts court automation software, authorizing the purchase of a software interface between the Brazos Ticket Writers and the Show-Me Courts Systems and approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of funding the required Missouri Supreme Court rules requirements.**

This ordinance will amend the budget and enter into the agreements needed to implement the new system and required changes as a result of the new operating orders that have been ordered for all courts in Missouri. This includes implementation of the Show-Me Court automation software and segregation of duties between the prosecution, law enforcement and judiciary branches of government. These changes require several changes including less efficient work processes and additional tasks for local circuit courts to uphold the constitutional principles of separation of powers and the integrity of the judiciary as a separate and independent branch of government.

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- F. Motion approving the first reading of Bill No. 2021-57

**An ordinance approving an amendment to the City's Zoning Map from an R-1 Single Family Residential District to an R-2 Two-Family Residential District, for the property located at 210 and 212 Mill Street, Belton, Cass County, Missouri.**

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- G. Motion approving the first reading of Bill No. 2021-58  
**An ordinance of the City of Belton, Missouri creating a new Chapter 6, Article XXII – Mobile Vending; amending Chapter 6, article VI – Ice Cream Vendors; and amending Appendix A – Schedule of fees and charges of the Code of Ordinances of the City of Belton, Missouri.**

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR’S COMMUNICATIONS
- XII. CITY MANAGER’S REPORT
- September/October 2021 City Council Meetings – 6:00 p.m.  
September 21, 2021  
October 12, 2021  
October 26, 2021
- XIII. COMMUNICATIONS FROM CITY COUNCIL
- XIV. ADJOURN

# **SECTION VIII**

## **A**

**Minutes of the Belton City Council  
August 24, 2021  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Larkey called the work session to order at 6:00 p.m. Tom Coffman with GFL (WCA) provided an update on the recycling industry. (attachment A) The City Council discussed city-wide recycling options. Alexa Barton, City Manager, discussed a grant opportunity with MARC for recycling.

Sheila Ernzen, Assistant City Manager and Finance Director, discussed the July 2021 financial report.

Padraic Corcoran, Attorney, reviewed options for a solicitation ordinance. It must be content neutral and protect safety.

Being no further business, Mayor Larkey adjourned the work session at 7:00 p.m. and called the meeting to order.

Councilmember Lawson led the Pledge of Allegiance to the Flag.

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

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Dave Clements, Director of Planning and Building; Greg Rokos, Public Works Director; Sheila Ernzen, Assistant City Manager and Finance Director; Police Chief Scott Lyons; Fire Chief John Sapp; Carolyn Yatsook, Economic Development Director

**CONSENT AGENDA**

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

- **approving the minutes of the August 10, 2021, and the August 17, 2021, City Council Meetings.**
- **authorizing a temporary liquor permit for the Fraternal Order of Eagles, 312 Main Street, for a beer garden in their parking lot on August 28, 2021, and September 10-11, 2021, contingent upon obtaining state liquor permits.**
- **approving the City of Belton 2030-2040 Long-Term Strategic Vision.**
- **approving Resolution R2021-68: A resolution approving the cooperative, competitively bid purchase of one fire engine from Precision Fire Apparatus in the amount of \$640,837.00 as approved in the 2022 Budget.**

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

**REGULAR AGENDA**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2021-47: **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 2022.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-47 was declared passed and in full force and effect as **Ordinance No. 2021-4649**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-48: **An ordinance approving a Contract for Services with Haren Contracting, LLC for the Public Works Facility renovation in the not-to-exceed amount of \$665,140.33 and the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-48 was declared passed and in full force and effect as **Ordinance No. 2021-4650**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-49: **An ordinance approving a Special Use Permit to allow an Animal Services/Kennel in a C-2 General Commercial District, located at 342 North Scott Avenue, Belton, Cass County, Missouri.**

Presented by Councilmember Trutzel, seconded by Councilmember Savage. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2021-49 was declared passed and in full force and effect as **Ordinance No. 2021-4651**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-50: **An ordinance approving a vacation of an existing sanitary sewer easement located East of 163<sup>rd</sup> Street and North of Bradford Place Second Plat, in the City of Belton, Cass County, Missouri.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-50 was declared passed and in full force and effect as **Ordinance No. 2021-4652**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-51: **An ordinance approving the Fifth Amendment to the Old Town Belton Redevelopment Plan to approve the 402 2<sup>nd</sup> Street Project as Redevelopment Project 2021-2 and to authorize tax abatement as described therein.**



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

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

Noes: 0

Absent: 0

Bill No. 2021-51 was declared passed and in full force and effect as **Ordinance No. 2021-4653**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-52: **An ordinance authorizing an agreement with Paymentus Corporation for electronic bill payment services for utility customers.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Ms. Ernzen said this software allows for electronic billing. It will take 2-4 months to set up. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Clark seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Clark. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2021-52 was declared passed and in full force and effect as **Ordinance No. 2021-4654**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-53: **An ordinance approving a Final Plat for Martinwood Addition, Lot 1A & 1B, being a Replat of Lot 3 and the North half of Lot 2 in Martinwood Addition, as specified in the plat legal description; the replat being a tract of land in the Southwest quarter of Section 6, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the Plat for recording with the Cass County Recorder's office.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Dave Clements, Director of Planning and Building, said this is a lot split. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-54: **An ordinance approving a Second Amendment to the First Amended and Restated Tax Increment Financing Redevelopment Agreement and the Second Amended and Restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, L.L.C.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Carolyn Yatsook, Economic Development Director, said this amends the dates of all project areas to 2023. David Christie, Christie Development, LLC, was present to provide an update. Vote on the first reading was recorded with all voting in favor. First reading passed.

## CITY COUNCIL LIAISON REPORTS

Councilmember Lawson provided a Park report

- The Park Board is looking to hire a new park director
- The Park Board has hired a new recreation manager

Councilmember Powell provided an August 16, 2021, Planning Commission meeting report

- Caliber Collision had not yet responded to the conditions that were placed on the final development plan
- There was a public hearing to rezone 210-212 Mill St
- There was approval of a final development plan for Dutch Brothers Coffee
- The Planning Commission will consider UDC changes next month
- Tom MacPherson was re-elected as the Chairman; James Pryan was elected as Vice Chairman

## CITY MANAGER'S REPORT

September/October 2021 City Council Meetings – 6:00 p.m.

September 14, 2021

September 21, 2021

October 12, 2021

October 26, 2021

The MML Conference is September 26-29, 2021, in St. Louis.

Scott Lyons, Police Chief and Emergency Management Director, provided an update on Covid from the Cass County Health Department. The Cass County Health Department is offering free Covid testing Monday-Thursday, 8:00 a.m. – 10:00 a.m., in Harrisonville.

At 7:49 p.m. Councilmember Clark 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 negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

Councilmember Trutzel seconded. The following vote was recorded:

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

Noes: 0

Absent: 0

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

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr



# RESIDENTIAL RECYCLING UPDATE FOR BELTON, MISSOURI

# CURRENT WASTE SERVICE STATUS

## CITY, HAULER CONSIDER VIABILITY OF RECYCLING



The City of Belton approved a trash contract with WCA in 2019

WCA was acquired in 2020 by GFL Environmental Inc

A recycling option in the contract was not exercised due to market instability

Recycling markets have stabilized with the expansion of domestic markets

# MATERIALS RECOVERY FACILITY (MRF)

50,000 TONS PROCESSED IN 2020

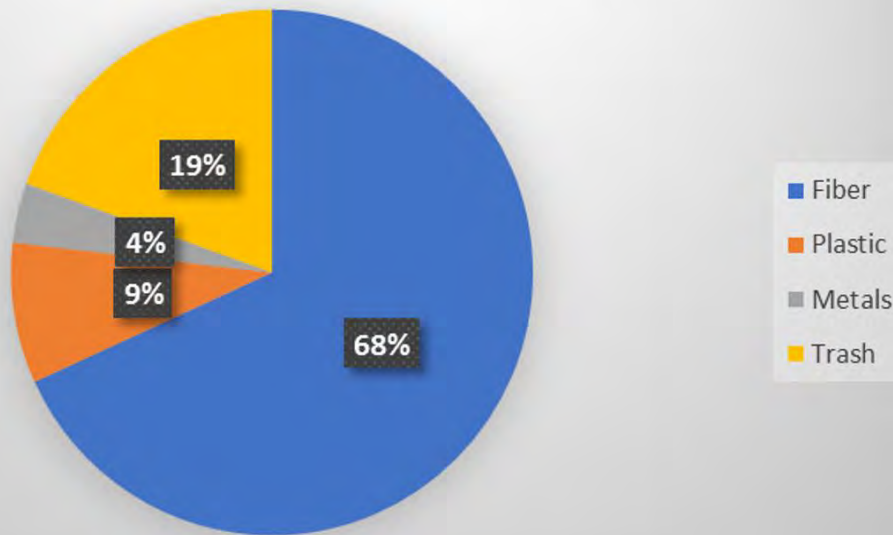


- Harrisonville MRF is one of two facilities in the region
- All recyclables are shipped to domestic markets
- Our history of providing clean materials allows us to ship materials in down markets
- Contamination rate remains at about 20%

# SNAPSHOT OF 2020 RECYCLING STREAM

## COVID LOCKDOWN LED TO HIGHER VOLUMES

**Materials by Percentage**



2020 fiber fraction (paper and cardboard) increased more than 20 percent

2020 plastics and metals volumes increased more than 10 percent

2020 contamination was nearly 20 percent

Contamination can cause plant shutdowns and make materials unmarketable

Note: residential trash volumes rose 30% in 2020

# CONTAMINATION REMAINS A MAJOR ISSUE



While recyclable materials no longer have negative value, persistent contamination problems threaten the viability of curbside programs



# A DAILY BATTLE AT THE MRF

## PUBLIC EDUCATION REMAINS THE BEST OPTION



Contamination adds significant processing, transport & disposal costs

Single-use plastic bags remain a leading contaminant

Toys, clothes, food waste, soiled diapers, bowling balls, garden hoses and tarps are routine contaminants at the MRF



# WE CAN'T SORT BAGGED MATERIALS

## BAGGED RECYCLABLES = TRASH



Individuals continue to place their items in plastic bags, which prevents them from being recycled

**REMEMBER:** Real diversion rates do not measure tons set at the curb, but rather tons that are sorted, processed and marketed.

# STAFED DROP-OFF OPTION

OP, BTG SITES HAVE LONG HISTORIES OF SUCCESS



The City of Overland Park has operated a successful drop off site for nearly 30 years.

Materials from those sites have almost no contamination.

Each resident interaction is an opportunity for public education

The OP site diverted 725 tons in 2018

Bridging The Gap operates the three KCMO drop-off sites

More than 84,000 people used the BTG recycling sites in 2020





THANK YOU



[gflenv.com](http://gflenv.com)

# **SECTION VIII**

## **B**

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY  
OF COURT PROCEEDINGS HELD**

**COURT DATES: 8/3/21; 8/24/21; 8/31/21**

*Ross C. Myro*

**9/1/2021**

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**MUNICIPAL JUDGE**

**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF AUGUST 2021 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

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**CITY CLERK**

**DATE**



# Payment Plan Reports

Collected

Belton Municipal Division

Wednesday, September 1, 2021 1:11 PM

## Payment Detail Listing By Payment Plan Number From 08/01/2021 - 08/31/2021

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000654	CAIN, JAMISON MATTHEW	08/22/2021	526561	R00063419	101900190-1	\$100.00 PY	✓	✓
<b>PP0000654 Totals:</b>						<b>\$100.00</b>		
PP0000803	PFLANZ, CHARLES D.	08/28/2021	526884	R00063517	160765957-1	\$100.00 PY	✓	✓
<b>PP0000803 Totals:</b>						<b>\$100.00</b>		
PP0001468	ALVARADO, JEFFREY V	08/27/2021	526856		140805204-1	\$20.00 AB	✓	
		08/27/2021	526857		140805204-1	\$15.00 AB	✓	
		08/27/2021	526858		160755210-1	\$20.00 AB	✓	
		08/27/2021	526859		160755210-1	\$15.00 AB	✓	
		08/27/2021	526860		160755211-1	\$20.00 AB	✓	
		08/27/2021	526861		160755211-1	\$15.00 AB	✓	
		08/27/2021	526862		160759168-1	\$20.00 AB	✓	
		08/27/2021	526863		160759168-1	\$15.00 AB	✓	
		08/27/2021	526864	R00063509	160759168-1	\$339.00 PY	✓	
					160755211-1			
					160755210-1			
					140805204-1			
<b>PP0001468 Totals:</b>						<b>\$479.00</b>		
PP0001867	ROBBINS, BRADLEY MICHAEL	08/02/2021	525855	R00063207	160758780-1	\$30.00 PY		
		08/13/2021	526354	R00063348	160758780-1	\$50.00 PY	✓	✓
<b>PP0001867 Totals:</b>						<b>\$80.00</b>		
PP0001901	GRAY, PATRICIA VONCEAL	08/27/2021	526876		121154169-1	\$129.50 NC	✓	
<b>PP0001901 Totals:</b>						<b>\$129.50</b>		
PP0001980	BERRY, LEIGHANN KATHRYN	08/18/2021	526447	R00063383	160765818-1	\$30.00 PY	✓	✓
<b>PP0001980 Totals:</b>						<b>\$30.00</b>		
PP0002446	UNDERWOOD, GEORGE EDWARD	08/05/2021	526127	R00063276	160764659-1	\$10.00 PY	✓	✓
<b>PP0002446 Totals:</b>						<b>\$10.00</b>		
PP0002463	DRYDEN, MICHAEL EUGENE	08/16/2021	526403	R00063362	140803261-1	\$20.00 PY	✓	✓
<b>PP0002463 Totals:</b>						<b>\$20.00</b>		
PP0002488	HARBOUR, SYLVESTER JR JR	08/09/2021	526245	R00063312	160761458-1	\$20.00 PY	✓	✓
					160764547-1			
<b>PP0002488 Totals:</b>						<b>\$20.00</b>		
PP0002681	WELLS, COLE EVERETT III	08/24/2021	526713	R00063472	190291075-1	\$228.00 PY	✓	
					190291074-1			
<b>PP0002681 Totals:</b>						<b>\$228.00</b>		
PP0002730	GANEY, EDWARD WAYNE	08/04/2021	526037	R00063256	160763010-1	\$100.00 PY		
					160765826-1			
<b>PP0002730 Totals:</b>						<b>\$100.00</b>		
PP0002940	NEUENSCHWANDER, DAVID K	08/30/2021	526887	R00063520	160765934-1	\$20.00 PY	✓	✓
<b>PP0002940 Totals:</b>						<b>\$20.00</b>		
PP0003085	SMITH, DAUNCY LAVELLE JR	08/16/2021	526382	R00063355	190290978-1	\$100.00 PY	✓	✓
					190290977-1			
<b>PP0003085 Totals:</b>						<b>\$100.00</b>		
PP0003137	UNDERWOOD, CHARLES RAYMOND	08/05/2021	526128	R00063277	160766375-1	\$20.00 PY	✓	✓
<b>PP0003137 Totals:</b>						<b>\$20.00</b>		
PP0003201	RYAN, SONNY RAY	08/23/2021	526632	R00063450	160767504-1	\$50.00 PY	✓	✓
<b>PP0003201 Totals:</b>						<b>\$50.00</b>		
PP0003311	SCHWERDTFEGER, PAUL S	08/24/2021	526765	R00063486	160766094-1	\$125.00 PY	✓	✓
<b>PP0003311 Totals:</b>						<b>\$125.00</b>		
PP0003559	DUMAS, BAILEY RYAN	08/03/2021	525919		160762946-1	\$145.00 AB	✓	

\* Indicates an overpayment was made on the Payment Plan

PP0003559	DUMAS, BAILEY RYAN	08/03/2021	525923			\$10.00	✓
<b>PP0003559 Totals:</b>						<b>\$155.00</b>	
PP0003577	KIHN, LINDA ANN	08/18/2021	526446	R00063382	190283540-1	\$30.00	PY ✓ ✓
<b>PP0003577 Totals:</b>						<b>\$30.00</b>	
PP0003582	ISE, BRADLEY WAYNE	08/03/2021	525914	R00063224	160767287-1	\$50.00	PY ✓ ✓
<b>PP0003582 Totals:</b>						<b>\$50.00</b>	
PP0003660	LOPEZ-CARREON, HUGO ANTONIO	08/03/2021	525891	R00063221	190285082-1	\$25.00	PY ✓ ✓
		08/17/2021	526418	R00063375	190285082-1	\$25.00	PY ✓ ✓
		08/31/2021	527028	R00063560	190285082-1	\$25.00	PY ✓ ✓
<b>PP0003660 Totals:</b>						<b>\$75.00</b>	
PP0003707	BLAND, BREAUNA MARIE	08/16/2021	526397	R00063356	190286362-1	\$68.00	PY ✓ ✓
<b>PP0003707 Totals:</b>						<b>\$68.00</b>	
PP0003777	KOCOUREK, CISSY KAY	08/16/2021	526405	R00063364	190284752-1	\$100.00	PY ✓
		08/23/2021	526599	R00063426	190284752-1	\$100.00	PY ✓
<b>PP0003777 Totals:</b>						<b>\$200.00</b>	
PP0003883	LOSURE, SEAN S	08/03/2021	525884		140799064-1	\$175.00	AB ✓
<b>PP0003883 Totals:</b>						<b>\$175.00</b>	
PP0003931	BECHTLE, PAULA L	08/03/2021	525882	R00063216	190288507-1	\$25.00	PY ✓
<b>PP0003931 Totals:</b>						<b>\$25.00</b>	
PP0003944	HUTTON, THOMAS JAMES	08/20/2021	526548	R00063411	190290404-1	\$60.00	PY ✓ ✓
<b>PP0003944 Totals:</b>						<b>\$60.00</b>	
PP0003959	MCADAMS, DENNIS RAY	08/21/2021	526560	R00063418	190285474-1	\$50.00	PY ✓ ✓
<b>PP0003959 Totals:</b>						<b>\$50.00</b>	
PP0004001	WALSH, KEVIN JAMES	08/17/2021	526437	R00063377	190285342-1	\$50.00	PY ✓ ✓
<b>PP0004001 Totals:</b>						<b>\$50.00</b>	
PP0004067	CEDAR, SAMANTHA LYNN	08/03/2021	525935		190289885-1	\$10.00	AB ✓ ✓
<b>PP0004067 Totals:</b>						<b>\$10.00</b>	
PP0004112	GAMBLIN, DALLAS M	08/03/2021	525915	R00063225	190283525-1	\$60.00	PY
		08/31/2021	527018	R00063558	190283826-1	\$60.00	PY ✓ ✓
<b>PP0004112 Totals:</b>						<b>\$120.00</b>	
PP0004136	MARRUFO, CARLA ALEJANDRA	08/03/2021	525859	R00063210	190283168-1	\$100.00	PY ✓
		08/27/2021	526851	R00063502	190283168-1	\$250.86	PY ✓
<b>PP0004136 Totals:</b>						<b>\$350.86</b>	
PP0004147	CLARY, SHANE SCOTT	08/24/2021	526719		190290288-1	\$20.00	AB
		08/24/2021	526730		190290288-1	\$10.00	AB ✓ ✓
<b>PP0004147 Totals:</b>						<b>\$30.00</b>	
PP0004225	ADAMS, JACOB EUGENE	08/06/2021	526161	R00063290	190291373-1	\$20.00	PY ✓ ✓
<b>PP0004225 Totals:</b>						<b>\$20.00</b>	
PP0004230	SELDERS, RICHARD DEAN	08/24/2021	526686		190292308-1	\$100.00	AB ✓ ✓
<b>PP0004230 Totals:</b>						<b>\$100.00</b>	
PP0004239	NELSON, QUIANA DENAE	08/29/2021	526885	R00063518	190290276-1	\$140.00	PY ✓ ✓
<b>PP0004239 Totals:</b>						<b>\$140.00</b>	
PP0004242	AINSWORTH, JAMES RUSSELL	08/05/2021	526125	R00063274	190291856-1	\$50.00	PY ✓ ✓
<b>PP0004242 Totals:</b>						<b>\$50.00</b>	
PP0004290	CUNNINGHAM, STEPHEN LEON	08/13/2021	526342	R00063339	190288920-1	\$70.00	PY ✓
<b>PP0004290 Totals:</b>						<b>\$70.00</b>	
PP0004300	LAKEY, ANCEL DANIEL	08/18/2021	526448	R00063384	190290413-1	\$150.00	PY ✓
					190290414-1		
<b>PP0004300 Totals:</b>						<b>\$150.00</b>	
PP0004313	PATTON, KYLE JOE	08/30/2021	526933	R00063532	190293021-1	\$175.00	PY ✓
					190293022-1		
<b>PP0004313 Totals:</b>						<b>\$175.00</b>	
PP0004314	WINTON, ALLISON NICOLE	08/06/2021	526162	R00063291	190293313-1	\$20.00	PY ✓ ✓
		08/19/2021	526472	R00063389	190293313-1	\$40.00	PY ✓ ✓
<b>PP0004314 Totals:</b>						<b>\$60.00</b>	

\* Indicates an overpayment was made on the Payment Plan

PP0004322	ARCHER, PAUL DAVID	08/04/2021	526003	R00063245	190292399-1	\$40.00 PY ✓ ✓
<b>PP0004322 Totals:</b>						<b>\$40.00</b>
PP0004324	ZIMMERMAN, JACOB WARREN	08/31/2021	527002	R00063553	190284973-1	\$20.00 PY ✓ ✓
<b>PP0004324 Totals:</b>						<b>\$20.00</b>
PP0004328	GONZALES, JAX GLADE	08/16/2021	526415	R00063372	160767944-1 160767945-1 190292291-1	\$400.00 PY ✓
<b>PP0004328 Totals:</b>						<b>\$400.00</b>
PP0004334	WILSON, IMONI MONTANA	08/16/2021	526416	R00063373	190283767-1 190283768-1 190283418-1	\$750.00 PY ✓
<b>PP0004334 Totals:</b>						<b>\$750.00</b>
PP0004346	TURNER, JALISA LTIA	08/20/2021	526489	R00063393	190292938-1	\$100.00 PY ✓ ✓
<b>PP0004346 Totals:</b>						<b>\$100.00</b>
PP0004351	KELLEY, SHAWN ANDREW	08/05/2021	526126	R00063275	190292382-1	\$165.00 PY ✓
<b>PP0004351 Totals:</b>						<b>\$165.00</b>
PP0004355	ALEXANDER, BRANDON D	08/02/2021 08/16/2021	525823 526413	R00063200 R00063370	190293057-1 190293057-1 190293058-1	\$100.00 PY ✓ ✓ \$100.00 PY ✓ ✓
<b>PP0004355 Totals:</b>						<b>\$200.00</b>
PP0004358	VERSTRAT, BENJAMIN TANER	08/02/2021	525825	R00063202	190293231-1	\$150.00 PY ✓
<b>PP0004358 Totals:</b>						<b>\$150.00</b>
PP0004360	HUNTER, JAMES THOMAS	08/27/2021	526855	R00063507	190292494-1	\$50.00 PY ✓
<b>PP0004360 Totals:</b>						<b>\$50.00</b>
PP0004366	JOHANSON, TRACY DIANE	08/24/2021	526745	R00063476	190291662-1 190291663-1	\$100.00 PY ✓ ✓
<b>PP0004366 Totals:</b>						<b>\$100.00</b>
PP0004367	MACIAS, JACQUELINE NICOLE	08/16/2021	526401	R00063360	190293830-1	\$200.00 PY ✓
<b>PP0004367 Totals:</b>						<b>\$200.00</b>
PP0004368	STINNETT, TREVOR JAMES	08/04/2021	526051	R00063262	190290878-1	\$100.00 PY ✓ ✓
<b>PP0004368 Totals:</b>						<b>\$100.00</b>
PP0004369	COTTO FONSECA, EDIDSSA MARIE	08/31/2021	526984	R00063546	190289925-1	\$20.00 PY ✓ ✓
<b>PP0004369 Totals:</b>						<b>\$20.00</b>
PP0004370	CORAM, NICHOLAS D	08/04/2021	526000	R00063244	190289660-1	\$100.00 PY ✓ ✓
<b>PP0004370 Totals:</b>						<b>\$100.00</b>
PP0004375	JOHNSTON, SHAWN PHILLIP	08/06/2021 08/20/2021	526132 526490	R00063281 R00063394	190293270-1 190293270-1	\$50.00 PY ✓ ✓ \$40.00 PY ✓ ✓
<b>PP0004375 Totals:</b>						<b>\$90.00</b>
PP0004376	GRIMES, ETHAN N	08/12/2021	526307	R00063333	190293493-1 190293494-1	\$325.00 PY ✓
<b>PP0004376 Totals:</b>						<b>\$325.00</b>
PP0004377	KINDER, LUCAS WAYNE	08/05/2021	526129	R00063278	190293050-1 190292337-1 190292338-1 190292336-1	\$450.00 PY ✓
<b>PP0004377 Totals:</b>						<b>\$450.00</b>
PP0004378	WARRAN, ELIZABETH ANN	08/03/2021	525881	R00063217	190293442-1	\$20.00 PY ✓ ✓
<b>PP0004378 Totals:</b>						<b>\$20.00</b>
PP0004379	MARTINEZ CERON, MAGDALENA D C	08/13/2021	526353	R00063347	190293753-1	\$50.00 PY ✓ ✓
<b>PP0004379 Totals:</b>						<b>\$50.00</b>
PP0004381	BROWN, JENNIFER FAITH	08/06/2021	526138	R00063287	190293063-1	\$20.00 PY ✓ ✓
<b>PP0004381 Totals:</b>						<b>\$20.00</b>
PP0004383	CLUTTER, MARCUS GENE	08/04/2021	526039	R00063259	190293489-1	\$100.00 PY ✓
<b>PP0004383 Totals:</b>						<b>\$100.00</b>
PP0004384	LYNN, JAMES R	08/27/2021	526841	R00063501	190293182-1	\$75.00 PY ✓
<b>PP0004384 Totals:</b>						<b>\$75.00</b>

\* Indicates an overpayment was made on the Payment Plan



PP0004385	KELLY, JOSEPH B	08/03/2021	525877	R00063212	190293486-1	\$40.00 PY ✓ ✓
<b>PP0004385 Totals:</b>						<b>\$40.00</b>
PP0004386	CARSON, TALESHA LEE	08/13/2021	526346	R00063341	190293758-1	\$100.00 PY ✓ ✓
<b>PP0004386 Totals:</b>						<b>\$100.00</b>
PP0004387	THOMAS, EMILY A	08/04/2021	526115	R00063270	190294288-1	\$200.00 PY ✓
<b>PP0004387 Totals:</b>						<b>\$200.00</b>
PP0004388	LOPEZ, PRISCILLA XANITZIO	08/09/2021	526246	R00063313	190294040-1	\$100.00 PY ✓ ✓
<b>PP0004388 Totals:</b>						<b>\$100.00</b>
PP0004391	DENHAM, STEPHEN ANTHONY	08/04/2021	526098	R00063265	190282117-1	\$100.00 PY ✓
<b>PP0004391 Totals:</b>						<b>\$100.00</b>
PP0004392	COLEMAN, DEANNA Y	08/04/2021	526103	R00063269	190291625-1	\$225.00 PY ✓
<b>PP0004392 Totals:</b>						<b>\$225.00</b>
PP0004394	KNOTTS, PAUL JOSEPH II	08/20/2021	526506	R00063396	190293273-1 190293274-1	\$250.00 PY ✓
<b>PP0004394 Totals:</b>						<b>\$250.00</b>
PP0004399	JUITT, LASHONDA JONES	08/05/2021	526117	R00063272	190293959-1	\$150.00 PY ✓
<b>PP0004399 Totals:</b>						<b>\$150.00</b>
PP0004401	WHITE, ANNETTE YVONNE	08/06/2021	526165	R00063292	190292538-1	\$100.00 PY ✓ ✓
<b>PP0004401 Totals:</b>						<b>\$100.00</b>
PP0004403	WHITT, ARLIE JR	08/03/2021	525925	R00063227	190294470-1	\$200.00 PY ✓ ✓
<b>PP0004403 Totals:</b>						<b>\$200.00</b>
PP0004405	WILLIAMS, SARAH KAY	08/03/2021	525958	R00063234	190285594-1	\$40.00 PY ✓ ✓
<b>PP0004405 Totals:</b>						<b>\$40.00</b>
PP0004406	BOTTERON, ERIC JAMES	08/03/2021	525993	R00063240	160768308-1	\$20.00 PY ✓ ✓
<b>PP0004406 Totals:</b>						<b>\$20.00</b>
PP0004407	BETTIS, KALEISTA ALACINA	08/03/2021	525999	R00063243	190292866-1	\$30.00 PY ✓ ✓
<b>PP0004407 Totals:</b>						<b>\$30.00</b>
PP0004416	KITCHELL, CASSIDY LYNN	08/24/2021	526656	R00063462	190294539-1	\$125.00 PY ✓ ✓
<b>PP0004416 Totals:</b>						<b>\$125.00</b>
PP0004419	WILSON, TIMOTHY JAMES	08/26/2021	526833	R00063497	190289173-1	\$50.00 PY ✓ ✓
<b>PP0004419 Totals:</b>						<b>\$50.00</b>
PP0004420	FENIMORE, DANIEL JOE	08/24/2021	526681	R00063467	190294687-1	\$30.00 PY ✓
		08/25/2021	526784	R00063488	190294687-1	\$170.00 PY ✓
<b>PP0004420 Totals:</b>						<b>\$200.00</b>
PP0004425	ROGERS, CALEB MICHAEL	08/26/2021	526839	R00063499	190289642-1 190289643-1	\$187.50 PY ✓ ✓
<b>PP0004425 Totals:</b>						<b>\$187.50</b>
PP0004428	LAU, WING FU	08/27/2021	526865	R00063510	190293384-1 190293389-1 190293395-1	\$225.00 PY ✓
<b>PP0004428 Totals:</b>						<b>\$225.00</b>
PP0004429	MILLER, ANTHONY B	08/31/2021	526976	R00063543	190294240-1	\$80.00 PY ✓ ✓
<b>PP0004429 Totals:</b>						<b>\$80.00</b>

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**Report Totals**

**\$9,772.86**

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\* Indicates an overpayment was made on the Payment Plan



# My Filed Or Closed Cases Listing

Belton Municipal Division

9/1/2021 1:48:58 PM

**Totals For Filed Date From 08/01/2021 To 08/31/2021**

**Posted Fee Totals For Posted Date From 08/01/2021 To 08/31/2021**

## Violations By Filed Date

City Ordinance	104
IPMC CODE	8
MOVING TRAFFIC	187
Traffic	92
UNIFIED DEVELOPMENT CODE	1
<b>Total Violations Filed:</b>	<b>392</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

036

MOVING TRAFFIC	46
Traffic	55
CL	101
<b>Total Violations Completed-Paid Fines:</b>	<b>101</b>

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	53
IPMC CODE	4
MOVING TRAFFIC	71
Traffic	83
CL	211

### DI-CLOSED BY SIS

City Ordinance	1
MOVING TRAFFIC	6
DI	7



# My Filed Or Closed Cases Listing

Belton Municipal Division

9/1/2021 1:48:58 PM

**Totals For Filed Date From 08/01/2021 To 08/31/2021**

**Posted Fee Totals For Posted Date From 08/01/2021 To 08/31/2021**

## Violations Completed-Before Judge By Filed Date

### DJ-Dismissed by Judge

MOVING TRAFFIC	1	
DJ		1

### DP-Dismissed by Prosecutor

City Ordinance	5	
MOVING TRAFFIC	10	
DP		15

### DW-DISMISSED NO WITNESS

City Ordinance	1	
DW		1

### DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	12	
DX		12

<b>Total Violations Completed-Before Judge:</b>		<b>247</b>
---	--	------------

## Violations Completed-Other By Filed Date

### DO-DISMISSED BY OFFICER

City Ordinance	1	
Traffic	1	
DO		2

<b>Total Violations Completed-Paid Fines:</b>		<b>2</b>
---	--	----------

027



# My Filed Or Closed Cases Listing

Belton Municipal Division

9/1/2021 1:48:58 PM

**Totals For Filed Date From 08/01/2021 To 08/31/2021**

**Posted Fee Totals For Posted Date From 08/01/2021 To 08/31/2021**

Total Violations Completed-Paid Fines:	101
Total Violations Completed-Before Judge:	247
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	2
<hr/>	
Total Violations Completed:	350
Total Violations Filed:	392
<hr/>	
Net Difference Filed - Completed:	42

## Warrants Issued

City Ordinance	93		
MOVING TRAFFIC	75		
Traffic	44		
Total Warrants Issued:	212	Total Violations:	212

## Warrants Cleared

City Ordinance	139		
IPMC CODE	12		
MOVING TRAFFIC	106		
Traffic	69		
Total Warrants Cleared:	326	Total Violations:	326

Total Warrants Issued:	212
Total Warrants Cleared:	326
Net Difference:	-114



# My Filed Or Closed Cases Listing

Belton Municipal Division

9/1/2021 1:48:58 PM

Totals For Filed Date From 08/01/2021 To 08/31/2021

Posted Fee Totals For Posted Date From 08/01/2021 To 08/31/2021

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	1
MOVING TRAFFIC	4
<b>AJ</b>	<b>5</b>

### CD-Completion date for school(s)

MOVING TRAFFIC	3
<b>CD</b>	<b>3</b>

### CN-Continued Arraignment

City Ordinance	6
Traffic	2
<b>CN</b>	<b>8</b>

### PP-Payment plan

City Ordinance	16
IPMC CODE	1
MOVING TRAFFIC	30
Traffic	14
UNUSED	1
<b>PP</b>	<b>62</b>

### WI-Warrant Issued

City Ordinance	14
MOVING TRAFFIC	17
Traffic	13
<b>WI</b>	<b>44</b>

**Total Violations Completed-Other Paid: 122**

029



# My Filed Or Closed Cases Listing

Belton Municipal Division

9/1/2021 1:48:58 PM

**Posted Fee Totals For Posted Date From 08/01/2021 To 08/31/2021**

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$1,032.00
CC (76)	COURT COSTS	\$2,952.17
CN (CA)	COURT NOTIFCATION AUTOMATION	\$513.58
CVC2 (74)	CRIME VICTIMS CITY	\$99.16
CVS2 (CV)	CRIME VICTIMS STATE	\$1,975.44
DM (82)	DOMESTIC VIOLENCE	\$536.00
DWI (77)	DWI RECOVERY COST	\$342.70
FINE (76)	FINE	\$31,161.84
ILFC (83)	ILF- CITY	\$268.00
IS (IS)	INMATE SECURITY FUND	\$537.58
RST (RS)	RESTITUTION	\$440.86
SR (SR)	SHERIFF RETIREMENT	\$0.00
SR ADJ (76)	SR ADJUSTMENT +\$3	\$237.83
TFC (78)	TRAINING FUND CITY	\$534.13
TFS (81)	TRAINING FUND STATE	\$277.07

030

<b>Report Totals:</b>	<b>\$40,908.36</b>
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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 8/2021
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis		E-mail Address: beltoncourts@beltonmocourt.org	iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) ROSS NIGRO		Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		131	3,851
B. cases (citations / informations) filed		4	278
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	1
3. court / bench trial - NOT GUILTY		0	12
4. plea of GUILTY in court		3	155
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	101
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		0	11
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		<b>3</b>	<b>281</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		132	3,848
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	212	# issued during period	0
2. # served/withdrawn during reporting period	326	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	4,659		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 8/2021
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$21,314.62		
Clerk Fee - Excess Revenue	\$2,501.33		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$76.22		
Bond forfeitures (paid to city) - Excess Revenue	\$485.00		
<b>Total Excess Revenue</b>	<b>\$24,377.17</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$10,598.63		
Clerk Fee - Other	\$718.84		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$277.07		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,975.44		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$22.94		
Law Enforcement Training (LET) Fund surcharge	\$534.13		
Domestic Violence Shelter surcharge	\$536.00		
Inmate Prisoner Detainee Security Fund surcharge	\$537.58		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$440.86		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$547.00		
<b>Total Revenue Other</b>	<b>\$16,188.49</b>		
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Other Disbursements</b>	\$342.70
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$40,908.36
DWI RECOVERY COST	\$342.70	<b>Bond Refunds</b>	\$0.00
		<b>Total Disbursements</b>	\$40,908.36



Vandalia Municipal Division	Vandiver Village Municipal D	Velda City Municipal Division	Velda Village Hills Municipal
Verona Municipal Division	Versailles Municipal Division	Viburnum Municipal Division	Vienna Municipal Division (Ti
Village of Airport Drive Munic	Village of Four Seasons Mun	Village of Glen Echo Park Mu	Village of Marlborough Munic
Village of Miramiguoia Park M	Village of Praethersville Mun	Village of Windsor Place Mur	Village of Winston Municipal
Vinita Park Municipal Divisio	Walker Municipal Division (Ti	Walnut Grove Municipal Divis	Wardell Municipal Division
Wardsville Municipal Division	Warrensburg Municipal Divis	Warrenton Municipal Divisor	Warsaw Municipal Division
Warson Woods Municipal Div	Washburn Municipal Division	Washington Municipal Divisic	Waverly Municipal Division (
Waynesville Municipal Divisic	Weatherby Lake Municipal D	Webb City Municipal Divisor	Webster Groves Municipal D
Weldon Spring Municipal Div	Wellington Municipal Divisor	Wellston Municipal Division	Wellsville Municipal Division
Wentzville Municipal Division	West Plains Municipal Divisic	Weston Municipal Division	Westwood Municipal Divisor
Westwood Municipal Divisor	Wheaton Municipal Division	Whitewater Municipal Divisio	Wildwood Municipal Division
Willard Municipal Division	Williamsville Municipal Divisi	Willow Springs Municipal Div	Winchester Municipal Divisio
Windsor Municipal Division (	Winfield Municipal Division	Winona Municipal Division (T	Wood Heights Municipal Divi
Woodson Terrace Municipal	Wright City Municipal Divisio	Wyatt Municipal Division	
	reloadMdsrList	MDSR	17th
Cass	Belton Municipal Division	ellisla	<input type="button" value="Select"/> <input type="button" value="Select"/>

## 17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	9	Cass	17th
Belton Municipal Division	79	new	new
0	<input type="button" value="Select"/>		

Show 10  entries

Search:

### Reporting Period Year

### Reporting Peric

2021	August	Resubmit	
2021	July	Resubmit	
2021	June	Resubmit	
2021	May	Resubmit	
2021	April	Resubmit	
2021	March	Resubmit	
2021	February	Resubmit	
2021	January	Resubmit	
2020	December	Resubmit	
2020	November	Resubmit	

Showing 1 to 10 of 44 entries

- [Previous](#)
- [1](#)
- [2](#)
- [3](#)
- [4](#)

# **SECTION VIII**

## **C**

## **Auction Items 9/14/2021**

### Police Department

2003 Ford Crown Victoria #2FAFP71W03X120359

2007 Chevy Tahoe #1GNEC030X7R368403

2008 Ford Crown Victoria #2FAHP71V98X139984

2008 Ford Crown Victoria #2FAHP71V58X139982

2009 Ford F-150 #1FTPW14VX9FA11610

### Planning Department

2002 Chevy S-10 #1GCDT13W32K112474

runs rough

### Golf Course

1998 Toro Workman Utility Vehicle – serial number 07200-80168

does not run

1998 Toro Workman Utility Vehicle – serial number 07202-80220

does not run

2005 Jacobsen G-Flex III Gas Greens Mower – serial number DN000680

runs but does not have cutting units

### IT Department

Metal shelf

## Vehicle Maintenance

Tire Mounting Machine – Coats Rim Clamp 7065AX model

age unknown

internal air leak but still functioned ok

1999 Tire Balancer – Coats 700 direct drive

bearing going bad – parts unavailable

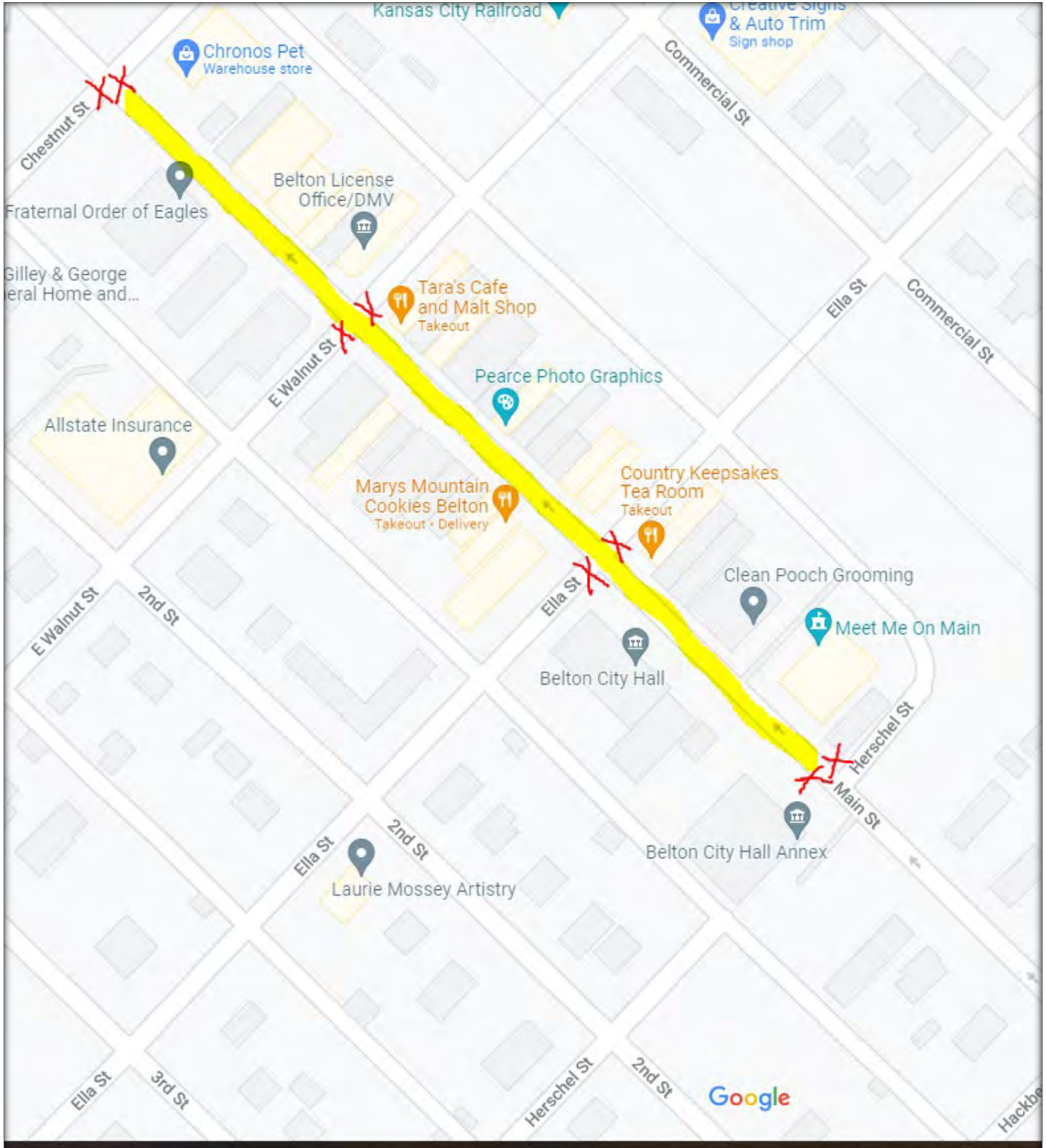
# **SECTION VIII**

## **D**

2021 Belton Cruise Night – Belton Park Department  
September 25, 2021

3pm – 8pm

Herschel St to Chestnut St, down Main St



# **SECTION VIII**

## **E**

**R2021-69**

**A RESOLUTION OF THE BELTON CITY COUNCIL APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT.**

**WHEREAS**, on August 22, 2006, the City Council of the City of Belton, Missouri, (the “City”) adopted Ordinance No. 2006-3274, which approved and authorized the Mayor to enter into a First Amended and Restated Cooperation Agreement (the “Cooperation Agreement”) among the City, the City of Raymore (“Raymore”), Good Otis, L.L.C. (“Good Otis”), BKO Estate Liquidating Company, LLC (“BKO”), and James D. and Toni P. Graham (the “Grahams”); and

**WHEREAS**, the Cooperation Agreement, which was fully executed by the parties thereto on September 7, 2006, establishes the obligations of the parties to form and operate the Belton/Raymore Interchange Transportation Development District (the “District”); and

**WHEREAS**, on September 18, 2006, pursuant to Section 238.207.5, RSMo, the City and Raymore filed in the Cass County Circuit Court a petition to create the District, which petition was joined by Good Otis, BKO and the Grahams; and

**WHEREAS**, Section 238.220.3, RSMo, provides that where a district is comprised of two local transportation authorities, the district’s board of directors shall consist of the presiding officer of each local transportation authority within the district and one person designated by the governing body of each local transportation district within the district; and

**WHEREAS**, the Cooperation Agreement provides that the District’s board of directors will consist of the Mayor of the City, the Mayor of Raymore, a representative appointed by the City Council, a representative appointed by Raymore, a representative nominated by the Grahams to be appointed by the City Council, and a representative nominated by Good Otis to be appointed by Raymore; and

**WHEREAS**, on September 8, 2020 the City Council adopted Resolution R2020-54, which appointed Gary Lathrop as the Belton Appointed Advisory Director of the District for the then upcoming term; and

**WHEREAS**, the City Council now desires to make a new appointment to the District’s Board of Directors for the current term; and

**WHEREAS**, the Grahams have nominated Travis Graham to be appointed by the City Council to the District’s Board of Directors; and

**WHEREAS**, the City Council now desires to make appointments to the District’s Board of Directors for the upcoming term.



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

**Section 1.** That Rusty Sullivan is appointed as the Belton Appointed Advisory Director of the District for period November 21, 2020 through November 20, 2021.

**Section 2.** That Rusty Sullivan is appointed as the Belton Appointed Director of the District for period November 21, 2021 through November 20, 2022.

**Section 3.** Travis Graham is appointed as the Graham/Belton Nominated Advisory Director of the District for period November 21, 2021 through November 20, 2022.

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

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

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

ATTEST:

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

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

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

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

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

# **SECTION VIII**

## **F**

**R2021-70**

**A RESOLUTION APPROVING THE PURCHASE OF 20 MOTOROLA APX 6000XE RADIOS AND ASSOCIATED EQUIPMENT FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$88,850.40.**

**WHEREAS**, the Belton Fire Department relies heavily on reliable communications during incident response; and

**WHEREAS**, the current portable radios being use will be approaching their end of support through Motorola; and

**WHEREAS**, Motorola Solutions offers a more suitable heavy duty portable radio designed for firefighters; and

**WHEREAS**, we received and confirmed the current HGAC bid; and

**WHEREAS**, the bid is within the amount budgeted in the FY22 budget;

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

- Section 1.** Approves the purchase of the equipment from the attached quotation, **EXHIBIT A**, from Motorola Solutions in the amount of \$88,850.40.
- Section 2.** That this resolution shall be in full force and effect from and after its passage and approval.

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

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

ATTEST:

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

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

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

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 14, 2021

DIVISION: FIRE DEPARTMENT

COUNCIL: [X] Regular Meeting [ ] Work Session [ ] Special Session

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

ISSUE/RECOMMENDATION:

The fire department relies heavily on portable radios for communications during emergency response. The current radios are approaching their end of support date, which means that parts will no longer be manufactured. We will continue to use these radios in a reserve capacity and for training until they become damaged and/or require replacement parts. The proposed radios are specifically made to withstand the severe environments we operate in. There are also many features that make the radio more ergonomically functional. Some of those features are larger knobs and buttons designed to make use easier while using heavy duty firefighting gloves. Radios are also more resistant to water. I recommend the purchase of 20 APX6000XE portable radios with associated equipment.

IMPACT/ANALYSIS:

The purchase of these radios will greatly enhance the communications quality as well as improve the safety of our firefighters. The new radios will have a 5-year service contract that will also save a significant amount in repairs that we are beginning to experience with the current aged radios.

Table with 2 columns: Contractor, Amount of Request/Contract, Amount Budgeted, Funding Source, Additional Funds, Encumbered, Funds Remaining.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of (20) APX6000XE radios with associated equipment from Motorola Solutions through the HGAC contract attached.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Motorola Solutions Quote-1531604
APX 6000XE brochure



**BELTON, CITY OF**  
20 APX6000XE portable radios  
08/17/2021

Billing Address:  
 BELTON, CITY OF  
 PO BOX 230  
 BELTON, MO 64012  
 US

Shipping Address:  
 BELTON FIRE DEPARTMENT  
 16300 N MULLEN RD  
 BELTON, MO 64012  
 US

Quote Date:08/17/2021  
 Expiration Date:09/15/2021  
 Quote Created By:  
 Denise Gibbs  
 Account Manager

End Customer:  
 BELTON, CITY OF  
 Captain Chad Wright  
 cwright@beltonfire.org  
 816-331-7969

Contract: KC/RPC  
 Payment Terms:30 NET

### Summary:

The information below is for 20 Green APX6000XE portable radios that have AES encryption, multi-key, and the five (5) year Essential Warranty. The accessories include nine (9) Green XE500 remote speaker microphones with channel selector and 20 IMPRES 2 Li-Ion 3100Mah spare batteries. Programming is not included on the quote.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	20	\$7,140.00	\$4,374.80	\$87,496.00
1a	H869BZ	ENH: MULTIKEY	20			
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	20			
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	20			
1d	Q887AU	ADD: 5Y ESSENTIAL SERVICE	20			
1e	H38BT	ADD: SMARTZONE OPERATION	20			
1f	QA01427AB	ALT: IMPACT GREEN HOUSING	20			
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	20			



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	20			
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	20	\$169.00	\$101.40	\$2,028.00
3	PMMN4106D	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	9	\$616.00	\$369.60	\$3,326.40
4	Incentive	\$200 credit per new radio (-\$4,000 total) if purchased by 12/1/21.	1	-\$4,000.00	-\$4,000.00	-\$4,000.00

Subtotal		\$151,724.00
Total Discount Amount		\$62,873.60
<b>Grand Total</b>		<b>\$88,850.40(USD)</b>







<b>Purchase Order Checklist</b>
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>
<b>PO Number/ Contract Number</b>
<b>PO Date</b>
<b>Vendor = Motorola Solutions, Inc.</b>
<b>Payment (Billing) Terms/ State Contract Number</b>
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>
<b>Bill-To Address</b>
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>
<b>PO Amount must be equal to or greater than Order Total</b>
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>
<b>Ship To Contact Name &amp; Phone #</b>
<b>Tax Exemption Status</b>
<b>Signatures (As required)</b>

# APX™ 6000XE SINGLE-BAND PORTABLE RADIO



From day one, the APX 6000XE P25 two-way portable radio has met agencies' most demanding performance expectations. It delivers trusted performance in a single-band solution without compromising on the extreme form factor or features that are required for routine activities and emergencies. Now, as the ever increasing needs of public safety personnel grow, we are evolving the APX 6000XE to support new technologies like Wi-Fi®, Adaptive Audio Engine, and Bluetooth® 4.0 wireless technology.

## VOICE AND DATA, ALL AT ONCE

Update your radio fleet without interrupting voice communications with secure Wi-Fi. This dramatically improves the speed of configuring new codeplugs, firmware and software features over-the-air via Radio Management\*. Agencies can pre-provision up to 20 secure Wi-Fi hotspots so personnel can easily access updates at the facility or in the field.

## HEAR AND BE HEARD

The APX 6000XE is equipped with a 3-watt speaker, 3 integrated microphones and Adaptive Audio Engine. This changes the level of noise suppression, microphone gain, windporting and speaker equalization to produce clear and loud audio in any environment.

## EMERGENCY FIND ME

Bluetooth 4.0 places a wide range of wireless accessories at your disposal and provides personnel with an added level of security by improving response time in emergencies. With Emergency Find Me, a Bluetooth-enabled beacon signal guides other Bluetooth-enabled APX radios within range to assist the user in distress.

## CLEAR IN-MASK COMMUNICATIONS

With Bluetooth 4.0 standard on all APX XE radios, we are able to partner with SCBA industry leaders to provide in-mask communications so you can clearly hear and be heard. Collaborations with both MSA and Scott Safety allow us to deliver intelligible voice and data communications.



### **SEAMLESS ON-SCENE COMMUNICATION**

Ensure fast and seamless communication and collaboration across all responders arriving on a scene. Mission Critical Geofence automatically changes a radio's active talkgroup based on its GPS location and an agency-defined virtual barrier. For example, an incident commander can create a geofence around the 3-block radius of a burning building so that all arriving military personnel are automatically placed in the same talkgroup.

### **IMPROVE SAFETY WITH REAL-TIME DATA**

APX Personnel Accountability Application allows incident command personnel to quickly and accurately account for first responders with APX radios roll call and an interactive GUI. This real-time information allows you to maintain control of a chaotic fireground.



## SPECIFICATIONS

### RF BANDS

- 700/800 MHz, VHF, UHF Range 1 & UHF Range 2
- 9600 Baud Digital APCO P25 Phase 1 FDMA and Phase 2 TDMA Trunking
- 3600 Baud SmartNet®, SmartZone®, SmartZone, Omnilink Trunking
- Digital APCO 25, Conventional, Analog MDC 1200, Quick Call II System Configurations Narrow and Wide Bandwidth Digital Receiver (6.25 kHz Equivalent/25/20/12.5 KHz)

### STANDARD FEATURES

- Mission Critical Wireless Bluetooth 4.0 (LE)<sup>1</sup>
- Emergency Find Me<sup>1</sup>
- IP68 (2m/4hr), Mil Std 512.X Delta - T
- Listed by UL to the standards ANSI/TIA 4950-A and CAN/CSA C22.2 NO. 157-92 Classification Rating: Class I, Division 1, Groups C, D; Class II, Division 1, Group E, F, G; Class III, Hazardous (Classified) Locations, ANSI/ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15; Class I, Division 2, Groups A, B, C, D; T3C. Tamb = -25 °C to +60 °C. When used with Motorola Battery: NNTN8921A NNTN8930A (Standard on XE) 7.4V
- ASTRO 25 Integrated Voice & Data
- Integrated GPS/GLONASS for Outdoor Location Tracking
- Intelligent Priority Scan
- Voice Announcements
- Instant Recall
- ISSI 8000 Roaming
- Radio Profiles
- Dynamic Zone
- Intelligent Lighting

- Single-Key ADP Encryption
- IMPRES 2 Battery (NNTN8930)
- Text Message
- Software Key

### PROGRAMMING

- Utilizes Windows 7 & 8 Customer Programming Software (CPS) with Radio Management<sup>2</sup>

### ADAPTIVE AUDIO ENGINE (OPTIONAL)

- 3 Watt Speaker with Adaptive Equalization
- Adaptive Dual-Sided Operation
- Adaptive Noise Suppression Intensity
- Adaptive Gain Control
- Adaptive Windporting

### OPTIONAL FEATURES

- Wi-Fi 802.11 b/g/n
- Data Modem Tethering
- RFID Volume Knob
- Multi-key for 128 keys and Multi-Algorithm
- Programming Over Project 25 (OTAP)
- Over the Air Rekey (OTAR)
- Digital Tone Signaling
- LEX L10 Collaboration
- P25 Authentication
- Man Down Sensor
- High Impact Green and Public Safety Yellow Colored Housing Options

<sup>1</sup> Per the FCC Narrowbanding rules, new products (APX6000XE UHF/R1, UHF/R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25 kHz for United States - State & Local Markets only.  
<sup>2</sup> CPS version 912.00.00 and greater ordered after June 2014 will only support Windows 7 and 8

## TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj <sup>1</sup>		1-3 W Max	1-6 W Max	1-5 W Max	1-5 W
Frequency Stability <sup>1</sup> (-30 °C to +60 °C; +25 °C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting <sup>1</sup>		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) <sup>1</sup>		-75 dB	-75 dB	-75 dB	-75 dB
Audio Response <sup>1</sup>		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	25K 12.5k	-52 dB -47 dB	-55 dB -50 dB	-52 dB -47 dB	-52 dB -46 dB
Audio Distortion <sup>1</sup>	700 MHz 800 MHz	1.00 %	1.00 %	1.00 %	1.00 %

<sup>1</sup> Measured in the analog mode per TIA / EIA 603 under nominal conditions

## BATTERIES FOR APX 6000XE

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2 3400mAh	3.4" x 2.3" x 1.7"	6.5 oz	PMNN4486	3400 mAh
Li-Ion IMPRES 2 4850mAh	5" x 2.3" x 1.7"	11.0 oz	PMNN4487	4850 mAh
Li-Ion IMPRES 2 5100mAh	5" x 2.3" x 1.7"	11.0 oz	PMNN4494	5100 mAh
Li-Ion IMPRES 2 2650 mAh <sup>1</sup>	3.4" x 2.3" x 1.7"	5.7 oz	NNTN8930	2650 mAh
Li-Ion IMPRES 2 4500mAh	5" x 2.3" x 1.7"	11.0 oz	NNTN8921	4500 mAh
Li-Ion IMPRES 2, 3100 mAh, TIA 4950-A, IP68	3.4" x 2.3" x 1.7"	7.1 oz	PMNN4547	3100 mAh

<sup>1</sup> The standard shipping battery for the APX 6000XE

## RADIO MODELS



**MODEL 1.5**



**MODEL 2.5**



**MODEL 3.5**

Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlit keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlit keypad 3 soft keys 4 direction Navigation key 4x3 keypad Home and Data buttons
Channel Capacity <sup>1</sup>	96	1000	1000
FLASHport Memory	64 MB	64 MB	64 MB
700/800 MHz (763-870 MHz)	H98UCD9PW5BN	H98UCF9PW6BN	H98UCH9PW7BN
VHF (136-174 MHz)	H98KGD9PW5BN	H98KGF9PW6BN	H98KGH9PW7BN
UHF Range 1 (380-470 MHz)	H98QDD9PW5BN	H98QDF9PW6BN	H98QDH9PW7BN
UHF Range 2 (450-520 MHz)	H98SDD9PW5BN	H98SDF9PW6BN	H98SDH9PW7BN
Buttons & Switches	Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons		

### Regulatory Information

	FCC ID	Industry Canada
700/800 (764-869 MHz)	AZ489FT7086	109U-89FT7086
VHF (136-174 MHz)	AZ489FT7087	109U-89FT7087
UHF Range 1 (380-470 MHz)	AZ489FT7077	109U-89FT7077
UHF Range 2 (420-520 MHz)	AZ489FT7085	109U-89FT7085

### FCC Emissions Designators

FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E <sup>2</sup>
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### Power Supply

Power Supply	One rechargeable Li-Ion IMPRES 2 2650 mAh Battery Standard (NNTN8930), with alternate battery options available.
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<sup>1</sup> Configuration package available  
<sup>2</sup> For the FCC Newswatching rules, see projects 0776036  
 04481, 04482 submitted for FCC certification of set classes 1,  
 2011 are intended for being granted certifications of 2010 for  
 United States - State & Local Markets only

## RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated <sup>1</sup>		500 mW	500 mW	500 mW	500 mW
Analog Sensitivity <sup>2</sup>	12 dB SINAD	0.25 µV	0.17 µV	0.224 µV	0.203 µV
Digital Sensitivity <sup>3</sup>	1% BER (800 MHz) 5% BER	0.375 µV 0.24 µV	0.243 µV 0.15 µV	0.298 µV 0.200 µV	0.296 µV 0.204 µV
Selectivity <sup>1</sup>	25 kHz channel 12.5 kHz channel	-76 dB -70 dB	-78 dB -73 dB	-77 dB -67 dB	-76 dB -67 dB
Intermodulation		-80.1 dB	-80.2 dB	-80.3 dB	-80.2 dB
Spurious Rejection		-75 dB	-78 dB	-80.5 dB	-80.8 dB
FM Hum and Noise	25 kHz 12.5 kHz	-54 dB -79 dB	-54.3 dB -50.1 dB	-53.5 dB -47.5 dB	-52.5 dB -47.3 dB
Audio Distortion at Rated <sup>1</sup>		0.90%	0.90%	0.70%	0.70%

Minimum and Maximum Operating Temperature: -40°C to 55°C  
 2. The 12 dB SINAD sensitivity is based on a 1000 Hz tone with a 10 dB SINAD. The 12 dB SINAD sensitivity is based on a 1000 Hz tone with a 10 dB SINAD. The 12 dB SINAD sensitivity is based on a 1000 Hz tone with a 10 dB SINAD.

## PORTABLE MILITARY STANDARDS 810 C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV



#### DIMENSIONS OF THE RADIOS WITHOUT BATTERY

Length	6.2 in	156 mm
Width Push-To-Talk button	2.4 in	61 mm
Depth Push-To-Talk button	1.4 in	36 mm
Width Top	3.3 in	84 mm
Depth Top	2.1 in	54 mm
Depth Bottom of Battery	1.2 in	32 mm
Weight of the radios without battery	13.7 oz	389 g

#### ENCRYPTION

Supported Encryption Algorithms	ADP, 256-bit AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CA1 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

#### GPS/GPS/GNSS SPECIFICATIONS

Constellations	GPS & GLONASS
Tracking Sensitivity	-164 dBm
Accuracy <sup>1</sup>	<5 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted)

#### ROGGED SPECIFICATIONS

Leakage (submersion)	MIL-STD-810 C, D, E, F and G Method 512.X Procedure I, IP68 (2 meters, 4 hours)
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#### ENVIRONMENTAL SPECIFICATIONS

Operating Temperature <sup>2</sup>	-30 °C to +60 °C
Storage Temperature <sup>2</sup>	-50 °C to +85 °C
Humidity Per MIL-STD	ESD IEC 801-2 KV
Water and Dust Intrusion	IP68 (2 meters, 4 hours)

#### HOUSING COLOR

Black (Standard), Public Safety Yellow, and High Impact Green

<sup>1</sup> Measured conductively in analog mode per TIA / EIA 503 under nominal conditions

<sup>2</sup> Temperatures listed are for radio specifications. Battery storage is recommended at 25 °C, ±5 °C to ensure best performance.

#### EMISSION DESIGNATORS

LMR: 8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E

Bluetooth: 852KF1D, 1M17F1D, 1M19F1D, 1M04F1D

WLAN (Wi-Fi): 13M7G1D, 17M0D1D, 18M1D1D

#### WIRELESS CONNECTIVITY AND SECURITY

Frequency Range/Bandsplits:

Bluetooth: 2402 - 2480 MHz, WLAN (Wi-Fi): 2400 - 2483.5 MHz

WLAN (Wi-Fi) 802.11 b/g/n supports WPA-2, WPA, WEP security protocols; radio can be pre-provisioned with up to 20 SSIDs<sup>1</sup>

Mission Critical Wireless Bluetooth 2.1 uses 96 bit encryption for pairing & 128 bit encryption for voice, signaling and data. The radio BT supports up to 6 data connections and 1 audio connection

Bluetooth 4.0 Low Energy uses 128-bit AES-CCM encryption

<sup>1</sup> 2400 - 2483.5 MHz for EMEA region and includes guardband.  
Channels 1 - 11 used for FCC/IC region.





Motorola Solutions Ltd. Nova South, 160 Victoria Street, London, SW1E 5LB, UK [motorolasolutions.com](http://motorolasolutions.com)

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# **SECTION VIII**

## **G**

**R2021-71**

**A RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE 4066R COMPACT UTILITY TRACTOR WITH ACCESSORIES FROM VAN-WALL EQUIPMENT, INC. FOR A TOTAL AMOUNT OF \$54,976.04.**

**WHEREAS**, the City Golf Department is purchasing the John Deere 4066R Compact Utility Tractor with accessories in accordance with the FY2022 budget; and

**WHEREAS**, the purchase of the John Deere 4066R Compact Utility Tractor with accessories is an essential piece of golf course equipment; and

**WHEREAS**, the John Deere 4066R Compact Utility Tractor with accessories has been competitively bid and is being made under the Sourcewell – Grounds Maintenance Equipment - Contract Number: 031121-DAC.

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

- Section 1.** That the purchase of a John Deere 4066R Compact Utility Tractor with accessories be approved from Van-Wall Equipment Inc. and be paid for out of the Golf Course FY2022 Budget, incorporated as **EXHIBIT A**.
- Section 2.** That this purchase is being made under the Sourcewell – Grounds Maintenance Equipment contract competitively bid through Sourcewell - Contract Number: 031121-DAC, incorporated as **EXHIBIT B**.
- 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 \_\_\_\_\_, 2021.

---

Mayor Norman Larkey Sr.

ATTEST:

---

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

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

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

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

---

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

**A Purchase Order or Letter of Intent is required for all orders.**

**To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.**

**For any questions, please contact:**

**Richard Shumate**

Van-Wall Equipment, Inc.

9650 Dice Lane

Lenexa, KS 66215

Tel: 913-397-6009

Fax: 913-397-6090

Email: [richard.shumate@vanwall.com](mailto:richard.shumate@vanwall.com)

- Vendor: Deere & Company
- 2000 John Deere Run
- Cary, NC 27513
- Contract name and number
- Signature
- Shipping address
- Billing address
- Membership number (if applicable)
- Tax exempt certificate (if applicable). Must be made out to Deere & Company.

**If information is not included, the Purchase Order or Letter of Intent will be returned.**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
 9650 Dice Lane  
 Lenexa, KS 66215  
 913-397-6009  
 mailbot.jd@vanwall.com

**Quote Summary**
**Prepared For:**

CITY OF BELTON  
 506 MAIN ST  
 BELTON, MO 64012  
 Business: 816-331-9455

**Delivering Dealer:**

**Van-Wall Equipment, Inc.**  
 Richard Shumate  
 9650 Dice Lane  
 Lenexa, KS 66215  
 Phone: 913-397-6009  
 richard.shumate@vanwall.com

**Quote ID:** 25030056  
**Created On:** 11 August 2021  
**Last Modified On:** 26 August 2021  
**Expiration Date:** 10 September 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp) <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b> August 10, 2021	\$ 46,617.00	\$ 38,360.95 X	1 =	\$ 38,360.95
JOHN DEERE 440R Loader <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b> August 10, 2021	\$ 7,183.30	\$ 5,890.31 X	1 =	\$ 5,890.31
Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b> August 10, 2021	\$ 1,313.00	\$ 1,076.66 X	1 =	\$ 1,076.66
JOHN DEERE 485A Backhoe <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b> August 10, 2021	\$ 11,766.00	\$ 9,648.12 X	1 =	\$ 9,648.12
<b>Equipment Total</b>				<b>\$ 54,976.04</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 54,976.04

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
9650 Dice Lane  
Lenexa, KS 66215  
913-397-6009  
mailbot.jd@vanwall.com

---

Trade In	
SubTotal	<b>\$ 54,976.04</b>
Est. Service Agreement Tax	\$ 0.00
Total	<b>\$ 54,976.04</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 54,976.04</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id: 25030056      Customer Name: CITY OF BELTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Van-Wall Equipment, Inc.  
 9650 Dice Lane  
 Lenexa, KS 66215  
 913-397-6009  
 mailbot.jd@vanwall.com

## JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

Hours: Suggested List \*  
 Stock Number: \$ 46,617.00  
 Contract: Sourcewell Grounds Maintenance 031121-DAC Selling Price \*  
                   (PG NB CG 70) \$ 38,360.95  
 Price Effective Date: August 10, 2021

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0389LV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 42,657.00	18.00	\$ 7,678.26	\$ 34,978.74	\$ 34,978.74
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2005	Open Station with Deluxe Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5243	44x18-20 (4PR, R3 Turf, 1 Position)	1	\$ -497.00	18.00	\$ -89.46	\$ -407.54	\$ -407.54
6243	27x10.50-15 (4PR, R3 Turf, 2 Position)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ -497.00</b>		<b>\$ -89.46</b>	<b>\$ -407.54</b>	<b>\$ -407.54</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
LVU32113	Quik-Tatch Weight, 70 lb (32 kg)	10	\$ 99.00	18.00	\$ 17.82	\$ 811.80	\$ 811.80
BLV10442	Front Weight Bracket Extension Kit	1	\$ 246.40	18.00	\$ 44.35	\$ 202.05	\$ 202.05
BLV10050	4th and 5th Selective Control Valve Kit (OOS Only)	1	\$ 965.80	18.00	\$ 173.84	\$ 791.96	\$ 791.96





**JOHN DEERE**

# Selling Equipment

Quote Id: 25030056      Customer Name: CITY OF BELTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
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Lenexa, KS 66215  
913-397-6009  
mailbot.jd@vanwall.com

BLV10764	Electrohydraulic Third SCV Kit with Rear Tubing (OOS Only)	1	\$ 1,056.00	18.00	\$ 190.08	\$ 865.92	\$ 865.92
BLV10969	Power Beyond Kit (Cab and OOS)	1	\$ 448.80	18.00	\$ 80.78	\$ 368.02	\$ 368.02
LFA4000	Three Point Rock Shaft Lift Assist	1	\$ 750.00	0.00	\$ 0.00	\$ 750.00	\$ 750.00
<b>Dealer Attachments Total</b>			<b>\$ 4,457.00</b>		<b>\$ 667.26</b>	<b>\$ 3,789.75</b>	<b>\$ 3,789.75</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 46,617.00</b>		<b>\$ 8,256.06</b>	<b>\$ 38,360.94</b>	<b>\$ 38,360.95</b>

## JOHN DEERE 440R Loader

**Equipment Notes:**

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

Price Effective Date: August 10, 2021

Suggested List \*

\$ 7,183.30

Selling Price \*

\$ 5,890.31

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1390P	440R Loader	1	\$ 6,729.00	18.00	\$ 1,211.22	\$ 5,517.78	\$ 5,517.78
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1401	Mounting frame	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2401	440R Non Self Leveling Loader (NSL)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4401	Hoses to tractor mid-valve	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5370	Hood guard	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
7020	John Deere™ Compact Utility Tractor (CUT) carrier	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
8130	73 In. (1850mm) Materials Bucket	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00



**JOHN DEERE**

# Selling Equipment

Quote Id: 25030056      Customer Name: CITY OF BELTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
Van-Wall Equipment, Inc.  
9650 Dice Lane  
Lenexa, KS 66215  
913-397-6009  
mailbot.jd@vanwall.com

<b>Standard Options Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>				
BW16414 3rd Function Hydraulic Kit (Hoses and parts)	1 \$ 454.30	18.00	\$ 81.77	\$ 372.53 \$ 372.53
<b>Dealer Attachments Total</b>	<b>\$ 454.30</b>		<b>\$ 81.77</b>	<b>\$ 372.53 \$ 372.53</b>
<b>Total Selling Price</b>	<b>\$ 7,183.30</b>		<b>\$ 1,292.99</b>	<b>\$ 5,890.31 \$ 5,890.31</b>

## Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier

**Equipment Notes:** **Suggested List \***  
**Hours:** **\$ 1,313.00**  
**Stock Number:** **Selling Price \***  
**Contract:** Sourcwell Grounds Maintenance 031121-DAC **\$ 1,076.66**  
(PG NB CG 70)

**Price Effective Date:** August 10, 2021

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2153XF	AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier	1	\$ 1,266.00	18.00	\$ 227.88	\$ 1,038.12	\$ 1,038.12
<b>Standard Options - Per Unit</b>							
1010	48 In. Pallet Tine	1	\$ 47.00	18.00	\$ 8.46	\$ 38.54	\$ 38.54
<b>Standard Options Total</b>			<b>\$ 47.00</b>		<b>\$ 8.46</b>	<b>\$ 38.54</b>	<b>\$ 38.54</b>
<b>Total Selling Price</b>			<b>\$ 1,313.00</b>		<b>\$ 236.34</b>	<b>\$ 1,076.66</b>	<b>\$ 1,076.66</b>

## JOHN DEERE 485A Backhoe

**Equipment Notes:** **Suggested List \***  
**Hours:** **\$ 11,766.00**  
**Stock Number:** **Selling Price \***  
**Contract:** Sourcwell Grounds Maintenance 031121-DAC **\$ 9,648.12**  
(PG NB CG 70)

**Price Effective Date:** August 10, 2021

\* Price per item - includes Fees and Non-contract items



**JOHN DEERE**

# Selling Equipment

Quote Id: 25030056      Customer Name: CITY OF BELTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
Van-Wall Equipment, Inc.  
9650 Dice Lane  
Lenexa, KS 66215  
913-397-6009  
mailbot.jd@vanwall.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6185LV	485A Backhoe	1	\$ 11,766.00	18.00	\$ 2,117.88	\$ 9,648.12	\$ 9,648.12
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1000	Subframe Mounting	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3012	12 In. Bucket	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 11,766.00</b>		<b>\$ 2,117.88</b>	<b>\$ 9,648.12</b>	<b>\$ 9,648.12</b>



[Home](#) > [Tractors](#) > [Compact Tractors](#) > [4 Series Compact Tractors](#) > [4066R Compact Utility Tractor](#)



## 4066R

### Compact Utility Tractor

★ ★ ★ ★ ★ (0) [Write a review](#)

- Turbocharged diesel engine
- PowrReverser™ or eHydrostatic Transmission Options
- Cab or Open Station configurations
- Premium features: Hitch Assist, Aux Hitch Control, HST controls

STARTING AT:

**\$42,657.00**USD<sup>1</sup>

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## Features

[Expand All](#)

- + Attractive styling provides improved visibility and serviceability
- + Powerful Yanmar® diesel engine delivers plenty of power under heavy loads
- + PowrReverser™ transmission allows for clutchless direction changes
- + Maximize productivity with an eHydro™ transmission
- + Operator station is comfortable and convenient

[Show More](#)

## Specs & Compare

### Key Specs

<b>Engine power (gross)</b>	48.5 kW 65.9 hp PS at 2600 rpm SAE J1995 rated power
<b>Power take-off (PTO) power</b>	PRT - 40.4 kW 54.2 hp eHST - 38.7 kW 52 hp Per SAE J1995
<b>Steering hydraulics</b>	23.5 L/min 6.2 gpm
<b>Implement hydraulics</b>	42.3 L/min 11.2 gpm
<b>Hitch type</b>	Category 1
<b>Lift capacity, 24-in. behind link arms</b>	1135 kg 2500 lb
<b>Standard transmission;</b>	eHydro Transmission (eHST)
<b>Cruise control</b>	Standard
<b>Approximate shipping weight (open-station; cab)</b>	Open operator station (OOS) - 1710 kg 3770 lb Cab - 2120 kg 4675 lb
<b>Wheelbase</b>	185.5 cm 73 in.

### Engine

<b>Family</b>	EYDXL2.09HDA FYDXL2.09HDA GYDXL2.09HDA
<b>Manufacturer</b>	Yanmar
<b>Engine model</b>	4TNV86CHT-MJT
<b>Engine power (gross)</b>	48.5 kW 65.9 hp PS at 2600 rpm SAE J1995 rated power
<b>Power take-off (PTO) power</b>	

**speed**

PRT - 40.4 kW  
 54.2 hp  
 eHST - 38.7 kW  
 51.9 hp  
 Per SAE J1995

2600 rpm

Diesel

High pressure common rail direct injection

Turbocharged and charge air cooled

Final Tier 4

4 / 2.091 L  
 4 / 127.6 cu in.

Four

Cast-in-block

86 x 90 mm  
 3.4 x 3.54 in.

19.1:1

Pressurized

Liquid

Dual element with electronic restriction indicator

178 Nm  
 131.3 lb-ft

Rollover protective structure (ROPS) - 56.9 L  
 15 U.S. gal.  
 Cab - 52.2 L  
 13.8 U.S. gal.

Show More

**Offers and Discounts**

Expand All

+ Save \$250†

+ Save \$1,750 on cash purchases†

**Accessories and Attachments**

Expand All

**Accessories**

- + 3-Point Hitch Tractor Receiver Hitch - 0389LVLP25001
- + 38.1-mm (1.5-in.) ball mount and socket arm - 0389LVRE574454
- + Bracket, Arm, RAM Double Socket - 0389LVPF80459
- + Horn Kit - 0389LVBLV10359
- + Magnetic hitch pin - 0389LVLP63768

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## Reviews



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### Maintenance and Support

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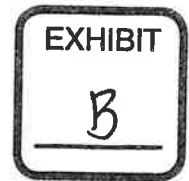
\*Manufacturer's suggested price. Taxes, freight, setup, and delivery not included. Optional accessories and attachments not included. Equipment, models and prices may vary by dealer. Product options and accessories may not be available in all regions.

\*The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Offers valid in the United States. Prices in U.S. dollars.

Product features subject to change. Please contact your local John Deere dealer for more detailed information.



**Solicitation Number: RFP #031121**



## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

**B. WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

**C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

**2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

#### **3. *Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.



## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

**1. *Workers' Compensation and Employer's Liability.***

**Workers' Compensation:** As required by any applicable law or regulation.

**Employer's Liability Insurance:** must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

**2. *Commercial General Liability Insurance.*** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

**3. *Commercial Automobile Liability Insurance.*** During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

**B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


## **22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Deere & Company

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
**Jeremy Schwartz**  
 Title: Chief Procurement Officer  
 Date: 4/28/2021 | 12:22 PM CDT

DocuSigned by:  
  
 C44230CF47A24D5...  
 By: \_\_\_\_\_  
**Andrew Roman**  
 Title: Contract Administrator  
 Date: 4/30/2021 | 11:29 AM CDT

Approved:

DocuSigned by:  
  
 7E42B8F817A84CC...  
 By: \_\_\_\_\_  
**Chad Coauette**  
 Title: Executive Director/CEO  
 Date: 4/30/2021 | 11:30 AM CDT



# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

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## Vendor Details

Company Name: Deere & Company  
Address: 2000 John Deere Run  
Cary, NC 27513  
Contact: Andrew Roman  
Email: GovContractSupport@JohnDeere.com  
Phone: 800-358-5010 2285  
Fax: 309-749-2313  
HST#: 362382580

## Submission Details

Created On: Wednesday February 03, 2021 15:51:18  
Submitted On: Wednesday March 10, 2021 08:15:55  
Submitted By: Andrew Roman  
Email: GovContractSupport@JohnDeere.com  
Transaction #: 15a28f33-864b-4511-9a93-ee50d039fe70  
Submitter's IP Address: 165.225.9.87

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company
2	Proposer Address:	2000 John Deere Run Cary, NC 27513
3	Proposer website address:	www.johndeere.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bethany Schneider 10789 South Ridgeview Road, Olathe, KS 66061 SchneiderBethanyM@JohnDeere.com 515-802-4941

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith shop. Today it has grown into a corporation that does business around the world and employs over 56,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture, construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the US and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918 and manufacturing of lawn equipment since 1963.
8	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2020 Annual Report that has been uploaded as part of our proposal.
10	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
11	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer. b. John Deere has a nationwide dealer network. The dealer network are independently owned and operated businesses. John Deere partners with these independently owned John Deere dealers that will deliver and service the products being offered in the RFP.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of grounds maintenance equipment) in the United States.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020  World's Most Ethical Companies - Ethisphere Institute  Most Innovative Product Engineering Designs - AE50 Awards  Best Global Brands - Interbrand  Best CES Sustainability Award - GadgetMatch  Best Place to Work - Glassdoor</p> <p>2019  World's Most Ethical Companies - Ethisphere Institute  50 Sustainability &amp; Climate Leader - Bloomberg  Best Workplaces for Innovators - Fast Company  Top Employer - Top Employers Institute  Americas Most JUST Companies - JUST 100</p> <p>2018  Best Global Brand - Interbrand  World's Most Ethical Companies - Ethisphere Institute  Top 10 Innovative Company - American Innovation Index  Corporate Partner of the Year - National Society of Black Engineers</p> <p>2017  World's Most Admired Companies - Fortune Magazine # 50  50 Best Places to Work in the US - Indeed.com  US Chamber of Commerce Foundation Citizens Award  Company of the Year - Society of Hispanic Professional Engineers</p> <p>2016  2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
18	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds over 115 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined.</p> <p>The sales volumes over the past three years are as follows:  2020 - \$320.0M  2019 - \$326.3M  2018 - \$305.5M</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds the following GSA Contracts:  Ag Tractor Contract #GS-30F-0007T  UV Contract #GS-07F-9670S  L&amp;G Contract #GS-06F-0083S</p> <p>The total sales volume for the GSA contracts over the past three years are as follows:  2020 - \$15.2M  2019 - \$21.0M  2018 - \$15.3M</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Broward County Public Schools	Edgar Lugo	754-321-0508
Loudoun County Virginia	Gerald Landayan	703-771-5956
Osceola County Florida	Paul Callaway	407-742-0932
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963
State of Arkansas - Sourcewell Participating Addendum	John Leverett	501-683-2222

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 13.2M FY19 = 11.5M FY18 = 10.4M
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 5.4M FY19 = 8.1M FY18 = 8.6M
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 10.3M FY19 = 12.8M FY18 = 20.7M
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment.	Varies	FY20 = 8.0M FY19 = 11.5M FY18 = 10.3M
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 9.1M FY19 = 9.2M FY18 = 9.8M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 5 Government Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining Government Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government account managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government account managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcwell Grounds Maintenance Equipment Contract, the government account managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.
24	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
25	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcwell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>John Deere will serve Sourcwell member agencies in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows:</p> <ol style="list-style-type: none"> <li>1. Lawn &amp; Garden - 30 to 60 days after receipt of order.</li> <li>2. Commercial - 60 to 90 days after receipt of order.</li> </ol>
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	John Deere will serve Sourcwell member agencies in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> <li>1. We have created a website where we prominently advertise the cooperative contracts we currently hold.</li> <li>2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products.</li> <li>3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies.</li> <li>4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications.</li> </ol> <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Account Managers, by helping the Account Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market it in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.
37	Describe any technological advances that your proposed products or services offer.	<p>Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers.</p> <ol style="list-style-type: none"> <li>1. Available in a 60- or 72-inch cutting widths,</li> <li>2. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality.</li> <li>3. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased.</li> <li>4. The unique design also helps minimize the amount of debris blown onto the operator.</li> <li>5. Allows operators to mow closely around fixed objects with either side of the deck.</li> </ol> <p>Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award</p> <ol style="list-style-type: none"> <li>1. Quik-Knect System Named One of This Year's Most Innovative Products in the Food and Agriculture Industry.</li> <li>2. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements.</li> <li>3. Developed to help increase operator ease and enhance productivity.</li> <li>4. Operators slide the tractor and implement connectors together until they click into place.</li> </ol> <p>Commercial Walk Behind Mowers Recognized with 2020 AE50 Award</p> <ol style="list-style-type: none"> <li>1. AE50 awards highlight the most innovative designs in product engineering.</li> <li>2. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry.</li> <li>3. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.</li> </ol>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: <ol style="list-style-type: none"> <li>1. Reduce environment impact including CO2 emissions on 90% of new products.</li> <li>2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%.</li> <li>3. Increasing recyclable, renewable and recycled content.</li> </ol>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards. <ol style="list-style-type: none"> <li>1. Best of CES Sustainability Award (GadgetMatch)</li> <li>2. 50 Sustainability &amp; Climate Leader (Bloomberg)</li> <li>3. World's Most Ethical Companies (Ethisphere)</li> </ol>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: <ol style="list-style-type: none"> <li>1. Generates economic opportunities for disadvantaged communities.</li> <li>2. Promotes supply base competition and creates risk mitigation options.</li> <li>3. Unlocks innovation and diversity of thought.</li> </ol>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.



**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.
47	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.
48	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.
55	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule:  3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4%  For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	John Deere can offer "Sourced Goods" to Sourcewell Members. What Sourcewell calls "Sourced Goods" John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" or "See Catalog" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as "open market" and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as "non-contract".
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.  The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.  The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include:</p> <p>Residential Zero-Turn Radius Mowers &amp; Equipment  Lawn Tractors &amp; Equipment  Garden Tractors &amp; Equipment  Equipment for Lawn &amp; Garden Tractors  Commercial Walk-Behind Mowers &amp; Equipment  Commercial Zero-Turn Radius Mowers &amp; Equipment  Commercial Front Mowers &amp; Equipment  Commercial Wide Area Mowers &amp; Equipment  Compact Utility Tractors &amp; Equipment  Equipment for Commercial Mowing Products  Equipment for Compact Utility Tractors  Mid-Size Utility Vehicles &amp; Equipment  Full-Size Utility Vehicles &amp; Equipment  Traditional Utility Vehicles &amp; Equipment  HPX Utility Vehicles &amp; Equipment  Implements for Utility Vehicles  TerrainCut Mowers &amp; Equipment  Special Application Vehicles &amp; Equipment  Aercore &amp; Equipment  Debris Maintenance &amp; Equipment  Frontier Implements and Attachments</p> <p>Our independent dealer network will provide aftermarket services upon request.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows:  1. Lawn &amp; Garden - 30 to 60 days after receipt of order.  2. Commercial - 60 to 90 days after receipt of order.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>List of subcategory products John Deere will offer within this RFP include:</p> <p>Material Handling Attachments (Loaders, Backhoes, Mower Decks, Rotary Tillers, Snow Blowers)  Frontier Attachments (Cotton, Cutting/Mowing, Hay &amp; Forage, Landscape, Livestock, Material Handling, Planting &amp; Seeding, Snow, Sprayers, Tillage)</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	See uploaded Price Schedule and Price Pages.pdf.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input type="radio"/> Yes <input checked="" type="radio"/> No	John Deere is not providing parts, service or warranty programs as part of its RFP response. However, Sourcewell members will be able to purchase parts and other service programs directly from the John Deere dealers.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2021 and beyond includes this discussion.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	John Deere relies heavily on applicable safety standards as published by the International Standards Organization (ISO), the American National Standards Institute (ANSI), the American Society of Agricultural and Biological Engineers (ASABE), European Committee for Standardization (CEN), and other organizations. Our goal is to meet or surpass the intent of these standards. As part of our design process, we ensure safety information appears in pre-delivery instructions, operator's manuals, technical manuals, and other service publications. In addition, safety instructions in the form of safety signs are affixed to the product to appropriately warn an operator of potential hazards. We also provide training resources such as videos, posters, brochures, and guides.

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

# **SECTION VIII**

## **H**



**R2021-72**

**A RESOLUTION ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2022 THROUGH 2026.**

**WHEREAS**, the City Council understands the importance of constructing and maintaining all infrastructure and assets throughout the City of Belton; and

**WHEREAS**, projects including facilities, water, sewer, stormwater drainage, streets and sidewalks and public service buildings should be included; and

**WHEREAS**, many projects will be funded over a number of years; and

**WHEREAS**, many projects may need alternative sources of funding; and

**WHEREAS**, the City Council understands that this is a plan, and may be changed according to budgetary constraints or priority; and

**WHEREAS**, this is only a plan of direction to guide Council members and City Staff;

**WHEREAS**, the Capital Improvement Plan for Fiscal Years (FY) 2022 through 2026 includes capital projects that acquire, support, construct, or improve the City's buildings, equipment, streets, facilities, and other infrastructure with a projected total acquisition, design, and construction cost per item of \$50,000 or more and with a projected useful life of five or more years; and

**WHEREAS**, City Staff has distributed and discussed the draft Capital Improvement Program for FY 2022 through 2026 with City Council at Council Work Session held on September 14, 2021.

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

**SECTION 1.** That the City Council hereby adopts the Five-Year Capital Improvement Program for Fiscal Years 2022 through 2026.

**SECTION 2.** That the Five-Year Capital Improvement Program shall be reviewed, revised, and adopted annually.

**SECTION 3.** That future amendments and annual revisions shall be adopted by resolution of the City Council after consultation with the Planning Commission according to requirements of Section 89.380, Revised Statutes of Missouri.

**SECTION 4.** That this resolution shall be in full force and effect from and after its passage and approval.

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

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

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



# Capital Improvement Program

FY2022-2026



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## EXECUTIVE SUMMARY

### PURPOSE

The City of Belton is in a large growth phase for commercial, residential homes, and industrial. A number of major retailers have already made Belton their home, and new developments and redevelopments continue to look closely at Belton. Large projects such as the Hargis Lake Stormwater and Mullen Road help the infrastructure keep pace with the developments. Even though a number of major projects have recently been completed, there are still long-term issues that need to be addressed such as improvements in streets, reducing sanitary sewer inflow and infiltration (I&I), and other equally important projects throughout the City of Belton. The capital improvements listed in this document are projects meant to be a roadmap to guide the Public Works through the current growth and plan for the future by providing projects that are fiscally responsible, provide for extended duration, promote long-term stability, and continue to enhance the City both now and into the future.

The document includes projects from the master plans for storm water, sanitary sewers, water mains, and streets. Since the Capital Improvement Program (CIP), a five-year planning document, is reviewed annually, this gives Public Works the flexibility to determine future priorities and to move projects back or forward as developments and needs dictate. The CIP works in conjunction with the budget, comprehensive plans, and master plans to

ensure a vibrant, vital, and orderly development for the long-term success of the City of Belton.

### NEXT FIVE YEARS

The projects included in this CIP provide a planning schedule with financing options identified. This provided for a team approach that resulted in a well thought out, long-term CIP that provided for the needs of everyone. The proposed CIP provides the following benefits:

- Encourages staff to work together and look into the future to plan for both short- and long-term goals
- Provides for annual review of major projects not normally done with other major plans (Master Plans, Comprehensive Plans, etc.)
- Focuses attention on community goals and needs and allows for citizen input
- Informs the public of future plans
- Helps to plan for future funding and debt issues
- Optimizes the use of taxpayer dollars

### PROJECTS UNDER CONSTRUCTION

Recent developments such as Menards and Academy Sports along Markey Parkway have helped to spur an influx of other development projects in the area. Use of transportation development districts, tax increment financing, and other programs continue to provide funding for major developments.

### INFRASTRUCTURE

The “unseen and often forgotten” water, stormwater, and wastewater utility

infrastructures continue to age faster than they can be replaced with current funding.

There are approximately 27 miles of cast-iron and asbestos waterlines that are primarily post-WWII era infrastructure. The City began a commitment to an annual amount of \$400,000 to replace aging and inadequate waterlines.

### **BEST MANAGEMENT PRACTICES**

The City of Belton's master planning and comprehensive planning documents outline several maintenance and improvement needs related to essential services: sanitary sewers, water, stormwater, and road improvements. The City has attempted to balance investments in water and sanitary sewer capital improvement projects funded through the water and wastewater funds while being sensitive to the associated user rates and development impact fees.

### **CONCLUSION**

Infrastructure including transportation and utilities, vibrant and exciting parks, effective emergency services, and all other municipal services is the backbone of the community and provides essential and vital services necessary for a thriving and growing community. A well-planned, funded, and executed CIP can be a major tool used to meet the challenges of the need for major improvements with limited budgets. It is imperative for the City to consider all the proposed projects. The decisions that will be made now will affect the growth, prosperity, and well-being of the City for many years to come.

## PROJECT DETAIL SHEETS

In the FY2022-2026 CIP, there are 20 Capital Improvement Projects. The projects are varied from stormwater to streets and water mains to sanitary sewer mains. Some of the projects that are shown in the Project Detail Sheets have funding while most do not. The unfunded projects are shown because they are needed and often asked for. These sheets show the cost and the basic plan of what and how it would be constructed. Each Project Detail Sheet shows the location, description of the project, and the needed funding. As funding would become available, additional information as far as year and duration of the project could be added.

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Public Works Facility</b>	<b>Cost: \$734,063</b>
---	------------------------

**Map Location**



**Project History & Work Description**

In 2020, the City of Belton purchased the old Seabee's Lot at 700 Seabee's Road for the new Public Works Facility. The facility has been abandoned for many years and is in a state of disrepair. This money will allow for the hiring of contractors to finish what our crews could not do.

Project Category	Facilities				Department	Public Works	
	FY2022					Project Number	FA-1
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026		Total
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Street	\$ 234,863					\$ 234,863	
Water	\$ 250,000					\$ 250,000	
Wastewater	\$ 250,000					\$ 250,000	
<b>Total</b>	<b>\$ 734,863</b>					<b>\$ 734,863</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 734,863					\$ 734,863	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 734,863</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 734,863</b>	<b>\$ -</b>



**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: City Hall Painting** **Cost: \$65,000**

**Map Location**



**Project History & Work Description**

This project would paint the exterior of City Hall.

Project Category Request Year	Facility				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		FY2026	Total
<b>Funding Sources</b>							
General Fund	\$ 65,000					\$ 65,000	
Bond: Storm Sewer						\$ -	
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater							
<b>Total</b>	<b>\$ 65,000</b>					<b>\$ 65,000</b>	

**Project Financing**

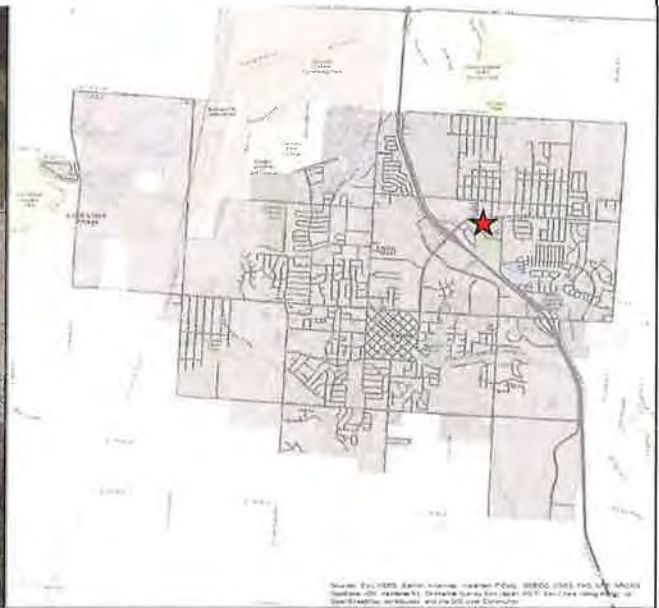
**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 65,000					\$ 65,000	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 65,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 65,000</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Police Station Water Line** **Cost: \$50,000**

**Map Location**



**Project History & Work Description**

The water service line that currently provides service to the City of Belton Police Station across East 163rd Street has experienced several breaks. In addition to interrupting water service to the Police Department, these breaks have required extensive repairs resulting in interruptions to normal traffic flow and damage to the pavement of the East 163rd Street arterial roadway.

Project Category Request Year	Facility				Department Project Number	Police	
	FY2022	FY2023	FY2024	FY2025		FY2026	Total
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer						\$ -	
Bond: Street Preservation							
PSST	\$ 50,000						
State/Federal Grant							
Water							
Wastewater							
<b>Total</b>	<b>\$ 50,000</b>					<b>\$ 50,000</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 50,000					\$ 50,000	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title:** Fire Station 1 Concrete Replacement **Cost:** \$155,000

**Map Location**



**Project History & Work Description**

This project would repair the broken concrete at Fire Station 1.

Project Category Request Year	Facility				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		FY2026	Total
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer						\$ -	
Bond: Street Preservation							
PSST	\$ 155,000					\$ 155,000	
State/Federal Grant							
Water							
Wastewater							
<b>Total</b>	<b>\$ 155,000</b>					<b>\$ 155,000</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 155,000					\$ 155,000	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 155,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 155,000</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Cambridge East Culverts** **Cost: \$400,000**

**Map Location**



**Project History & Work Description**

This project would replace two culverts that are in poor condition and near failure. This project has final plans, and the easements have been signed.

Project Category Request Year	Stormwater				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		SW-1	
<b>Funding Sources</b>					<b>FY2026</b>	<b>Total</b>	<b>Unfunded</b>
General Fund							
Bond: Storm Sewer	\$ 400,000.00					\$ 400,000.00	
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater							
<b>Total</b>	<b>\$ 400,000.00</b>					<b>\$ 400,000.00</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 400,000.00					\$ 400,000	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 400,000</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Hargis Lake Stormwater** **Cost: \$4,043,505**

**Map Location**



**Project History & Work Description**

This project would replace and add stormwater to the Hargis Lake area. It will add a new culvert from north shore of Hargis Lake to Sunset Street and then add a stormwater collection along the streets leading to this culvert. The project will also upgrade the sanitary sewer and move it because it will be in conflict with the new box culvert. This project includes replacing the water lines that are in conflict with the new stormwater sewers.

Project Category Request Year	Stormwater				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		SW-3	
<b>Funding Sources</b>						<b>Total</b>	<b>Unfunded</b>
General Fund							
Bond: Storm Sewer	\$ 4,043,505					\$ 4,043,505	
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater							
<b>Total</b>	<b>\$ 4,043,505</b>					<b>\$ 4,043,505</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 4,043,505					\$ 4,043,505	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 4,043,505</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,043,505</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Dog Park Road</b>	<b>Cost: \$75,000</b>
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**Project History & Work Description**

This project will build a road from Markey Parkway to the dog park that will be constructed by NorthPoint Development. The road will be an unimproved road without curbs, sidewalks, or storm sewers. It will be connected with the local trails for pedestrians.

**Project Details**

Project Category	Transportation				Department Project Number	Public Works	
	FY2022					T-1	
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Street	\$ 75,000					\$ 75,000	
Water							
Wastewater							
<b>Total</b>	<b>\$ 75,000</b>					<b>\$ 75,000</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 75,000					\$ 75,000	
Legal						\$ -	\$ -
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: N. Scott Avenue, Route 58 to 155th Street</b>	<b>Cost: \$2,520,000</b>
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**Project History & Work Description**

This project will replace the curbs and sidewalks and repave the street to improve the condition of the assets. Along with the reconstruction, the lane configuration will change from 4 lanes to 3 lanes. This road diet will provide for a bike lane on both sides of the road providing a connection to the trail along 155th Street in Kansas City.

**Project Details**

Project Category Request Year	Transportation				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		FY2026	Total
<b>Funding Sources</b>							
Street Fund	\$ 600,000					\$ 600,000	
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant			\$ 1,920,000			\$ 1,920,000	
Water							
Wastewater							
<b>Total</b>	<b>\$ 600,000</b>		<b>\$ 1,920,000</b>			<b>\$ 2,520,000</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 600,000		\$ 1,920,000			\$ 2,520,000	
Legal						\$ -	\$ -
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 600,000</b>		<b>\$ 1,920,000</b>			<b>\$ 2,520,000</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Regulatory Street Signs** **Cost: \$178,863**

**Map Location**



**Project History & Work Description**

This project provides for sign materials to make regulatory signs. Regulatory signs are like street name signs stop signs, and yield signs and included in the group are street name signs.

**Project Details**

Project Category	Transportation				Department	Public Works	
	FY2022				Project Number	T-3	
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Street	\$ 38,863	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 178,863	
Water							
Wastewater							
<b>Total</b>	<b>\$ 38,863</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 178,863</b>	

**Project Financing**

**Estimated Expenditure Schedule**

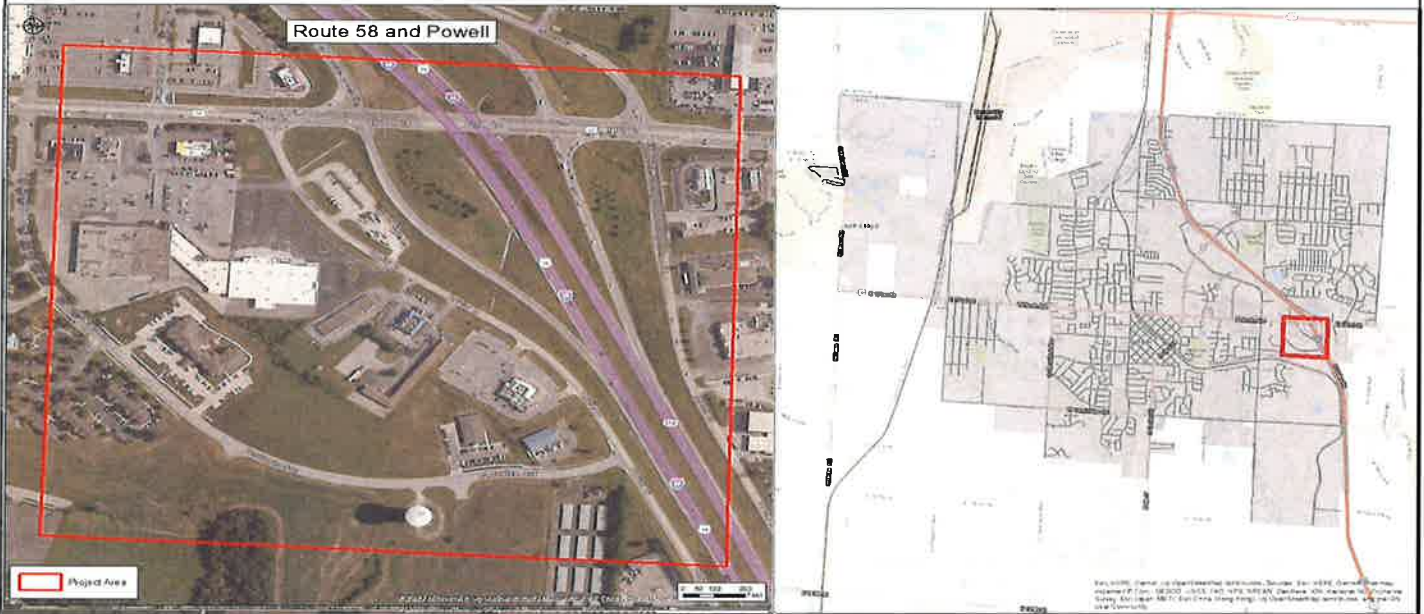
Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 38,863	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 178,863	
Legal						\$ -	\$ -
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 38,863</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 178,863</b>	



**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Route 58 and Powell Parkway** **Cost: \$5,188,690**

**Map Location**



**Project History & Work Description**

The project will eliminate the connection at Peculiar Drive and make Powell Parkway a more focal point for commercial traffic. The project will also add a third lane from Powell Drive to the southbound ramps. A connection of 173rd Street to Peculiar Drive may be added if budget allows to add another connection point to the business community. The project is being completed with the use of a Cost Share Agreement with MoDOT and a federal grant through MARC. The City already committed \$416,307 to the design of the project.

**Project Details**

Project Category	Transportation				Department	Public Works	
	FY2022					Project Number	T-4
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026		Total
<b>Funding Sources</b>							
General Fund	\$ -	\$ 2,000,000				\$ 2,000,000	
Bond: Storm Sewer							
Bond: Street Preservation							
Cost Share MoDOT	\$ 1,038,690					\$ 1,038,690	
State/Federal Grant	\$ 1,850,000					\$ 1,850,000	
Water							
Wastewater							
<b>Total</b>	<b>\$ 2,888,690</b>					<b>\$ 4,888,690</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	\$ -
Construction	\$ 2,626,450	\$ 2,262,240				\$ 4,888,690	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 2,626,450</b>	<b>\$ 2,262,240</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,888,690</b>	<b>\$ -</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Street Preservation Program</b>	<b>Cost: \$770,773</b>
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**Map Location**



**Project History & Work Description**

This project is to make repairs to streets and facilities to maintain the surface of the streets and parking lots. It is used citywide on an as-needed basis.

**Project Details**

Project Category	Transportation				Department Project Number	Public Works	
	FY2022					T-5	
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Street	\$ 1,229,859	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,629,859	
Water							
Wastewater							
<b>Total</b>	<b>\$ 1,229,859</b>					<b>\$ 1,229,859</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 1,229,859	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,629,859	
Legal						\$ -	\$ -
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 1,229,859</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 3,629,859</b>	

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Street Reconstruction & Overlay** **Cost: \$45,000,000**

**Map Location**



**Project History & Work Description**

This project would select streets based on street ratings from the worst first to reconstruct. Reconstruction includes curbs, milling 6 inches deep of pavement, and repaving the street. If new curb ramps are needed, they will also be installed. The first bond issuance was in FY2020 with projects in FY2020 for \$3.5M and FY2021 for \$5.0M. The last funded project is in FY2022 for \$5M for a total of \$13.5M. The total needs for street reconstruction from the Stantec report is \$45M.

Project Category Request Year	Transportation				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		T-6	
<b>Funding Sources</b>						<b>Total</b>	<b>Unfunded</b>
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation	\$ 5,061,608	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 5,061,608	\$ 13,939,391
TDD							
State/Federal Grant							
Water							
Wastewater							
<b>Total</b>	<b>\$ 5,061,608</b>					<b>\$ 5,061,608</b>	<b>\$ 31,500,000</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 5,061,608	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 5,061,608	\$ 13,938,391
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 5,061,608</b>	<b>\$ 6,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 5,061,608</b>	<b>\$ 13,938,391</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Sanitary Sewer Inflow and Infiltration</b>	<b>Cost: \$5,565,661</b>
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**Map Location**



**Project History & Work Description**

This project would seal all manholes in the public sanitary sewer system to prevent groundwater from entering the system. There are 2,812 manholes in the City that need to be sealed. Unsealed manholes lead to backup because the sanitary sewer mains fill with groundwater and do not allow the proper flow of waste from residential homes. In FY22, there is a money set aside for the Hargis Lake sanitary sewer improvements.

Project Category	Wastewater				Department	Public Works	
	FY2022				Project Number	WW-1	
<b>Funding Sources</b>	<b>FY2022</b>	<b>FY2023</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>	<b>Total</b>	<b>Unfunded</b>
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater	\$ 1,447,661	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,847,661	\$ 3,718,000
<b>Total</b>	<b>\$ 1,447,661</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 1,847,661</b>	<b>\$ 3,718,000</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 1,447,661	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,847,661	\$ 3,718,000
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 1,447,661</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 1,847,661</b>	<b>\$ 3,718,000</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Streambank Stabilization</b>	<b>\$641,070</b>
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**Map Location**



**Project History & Work Description**

This project will stabilize streams where they cross sanitary sewer pipes. The water erodes the bottom of the stream and exposes the pipes. This project will raise the bottom of the stream to its original elevation to once again bury the pipes. The first project is the stream that crosses Route 58 by Chipotle.

Project Category	Wastewater				Department	Public Works	
	FY2022				Project Number	WW-2	
<b>Funding Sources</b>	<b>FY2022</b>	<b>FY2023</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>	<b>Total</b>	<b>Unfunded</b>
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater	\$ 641,071	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,041,071	
<b>Total</b>	<b>\$ 641,071</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 1,041,071</b>	<b>\$ -</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 641,071	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,041,071	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 641,071</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 1,041,071</b>	<b>\$ -</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Sunrise Gardens Lift Station Replacement</b>	<b>Cost: \$130,000</b>
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**Map Location**



Sunrise Gardens Lift Station Replacement



**Project History & Work Description**

This project consists of renovating the Sunrise Gardens Lift Station. This lift station has reached the end of its service life and needs renovation. This project will make the necessary repairs to bring it to a normal working level.

Project Category	Wastewater				Department	Public Works	
	FY2022					Project Number	WW-3
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026		Total
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater	\$ 130,000					\$ 130,000	
<b>Total</b>	<b>\$ 130,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 130,000</b>	<b>\$ -</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 130,000					\$ 130,000	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 130,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 130,000</b>	<b>\$ -</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Wastewater Treatment Plant Capital Improvements</b>	<b>Cost: \$8,030,700</b>
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**Project History & Work Description**

This project is to make capital improvements to the Wastewater Treatment Plant. The plant is 37 years old and needs continuous capital improvements. The WWTP Master Plan Update outlines the needed repairs year by year.

Project Category	Wastewater				Department	Public Works	
	FY2022				Project Number	WW-4	
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater	\$ 450,000	\$ 1,171,400	\$ 85,800	\$ 126,100	\$ 86,900	\$ 1,920,200	\$ 6,110,500
<b>Total</b>	<b>\$ 450,000</b>	<b>\$ 1,171,400</b>	<b>\$ 85,800</b>	<b>\$ 126,100</b>	<b>\$ 86,900</b>	<b>\$ 1,920,200</b>	<b>\$ 6,110,500</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 450,000	\$ 1,171,400	\$ 85,800	\$ 126,100	\$ 86,900	\$ 1,920,200	\$ 6,110,500
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 450,000</b>	<b>\$ 1,171,400</b>	<b>\$ 85,800</b>	<b>\$ 126,100</b>	<b>\$ 86,900</b>	<b>\$ 1,920,200</b>	<b>\$ 6,110,500</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

**Project Title: Wastewater Treatment Plant Regional Study** **Cost: \$150,000**

**Map Location**



**Project History & Work Description**

This project is reviewing the possibility of turning the existing Wastewater Treatment Plant into a regional plant. A regional plant would take waste from Belton, Raymore, Peculiar, and areas in the county. MoDNR has issues with residents in the county placing waste on top of the ground. Peculiar and Raymore also have wastewater needs that this type of plant could help. The study will look at a service area and methods to pay for the updated plant. After the study is completed, additional items could be added to the Capital Improvements Program.

Project Category Request Year	Wastewater				Department Project Number	Public Works	
	FY2022	FY2023	FY2024	FY2025		WW-5	
<b>Funding Sources</b>						<b>Total</b>	<b>Unfunded</b>
General Fund	\$ 150,000						
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water							
Wastewater	\$ 150,000					\$ 150,000	
<b>Total</b>	<b>\$ 150,000</b>					<b>\$ 150,000</b>	

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction						\$ -	
Legal						\$ -	
Engineering	\$ 150,000					\$ 150,000	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>



**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Water Line Replacement</b>	<b>Cost: \$44,855,274</b>
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**Map Location**



**Project History & Work Description**

This project replaces water mains throughout the City. The first goal is to replace the water main on Allen Avenue, then the ductile iron main along Southfork, then the cast iron pipes in the City. There is currently 22.13 miles of cast iron pipe, 4.19 mile of ductile iron pipe, and 3.58 miles of asbestos cement pipe that needs to be replaced.

Project Category	Water				Department	Public Works	
Request Year	FY2022				Project Number	WT-1	
<b>Funding Sources</b>	<b>FY2022</b>	<b>FY2023</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>	<b>Total</b>	<b>Unfunded</b>
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water	\$ 1,030,793	\$ 959,000	\$ 1,400,000	\$ 1,600,000	\$ 1,700,000	\$ 6,689,793	\$ 53,310,207
Wastewater							
<b>Total</b>	<b>\$ 1,030,793</b>	<b>\$ 959,000</b>	<b>\$ 1,400,000</b>	<b>\$ 1,600,000</b>	<b>\$ 1,700,000</b>	<b>\$ 6,689,793</b>	<b>\$ 53,310,207</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 1,030,793	\$ 959,000	\$ 1,400,000	\$ 1,600,000	\$ 1,700,000	\$ 6,689,793	\$ 53,310,207
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 1,030,793</b>	<b>\$ 959,000</b>	<b>\$ 1,400,000</b>	<b>\$ 1,600,000</b>	<b>\$ 1,700,000</b>	<b>\$ 6,689,793</b>	<b>\$ 53,310,207</b>

**CITY OF BELTON**  
**FY2022-2026 CAPITAL IMPROVEMENT PROGRAM**  
**Project Summary**

<b>Project Title: Water Master Plan</b>	<b>Cost: \$150,000</b>
---	------------------------

**Map Location**



**Project History & Work Description**

This project creates an updated master plan for water lines. The plans shows where future lines would be constructed and the pressures throughout the system. It is not a maintenance plan, but an overall plan on how the water system functions. This is a critical item to receive a permit from the MoDNR to have an Owners Supervised Program. The permit allows the City to review and construct water lines instead of MoDNR.

Project Category	Water				Department Project Number	Public Works	
	FY2022					WT-2	
Request Year	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
<b>Funding Sources</b>							
General Fund							
Bond: Storm Sewer							
Bond: Street Preservation							
TDD							
State/Federal Grant							
Water	\$ 150,000					\$ 150,000	
Wastewater							
<b>Total</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>

**Project Financing**

**Estimated Expenditure Schedule**

Description	FY2022	FY2023	FY2024	FY2025	FY2026	Total	Unfunded
Right-of-Way						\$ -	
Construction	\$ 150,000					\$ 150,000	
Legal						\$ -	
Engineering						\$ -	
Miscellaneous / Utility						\$ -	
Equipment						\$ -	
Contingencies						\$ -	
Administration						\$ -	
Financing						\$ -	
<b>Total Cost</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>

## FY2022-FY2026 CAPITAL IMPROVEMENT PROGRAM

All Projects by Category

Project #	Project Title	FY2022	FY2023	FY2024	FY2025	FY2026	Unfunded	Total
FA-1	Public Works Facility	\$734,863						\$734,863
FA-2	City Hall Exterior	\$65,000						\$65,000
FA-3	Police Water Line	\$50,000						\$50,000
FA-4	Fire Station 2 Concrete	\$155,000						\$155,000
<b>Facilities</b>		<b>\$1,004,863</b>						<b>\$1,004,863</b>
SW-1	Cambridge East Culverts	\$400,000						\$400,000
SW-2	Hargis Lake Stormwater	\$4,043,505						\$4,043,505
<b>Stormwater Subtotal</b>		<b>\$4,443,505</b>						<b>\$4,443,505</b>
T-1	Dog Park Road	\$75,000						\$75,000
T-2	N. Scott Avenue, Route 58 to 155th Street	\$600,000	\$1,920,000					\$2,520,000
T-3	Regulatory Street Signs	\$38,863	\$35,000	\$35,000	\$35,000	\$35,000		\$178,863
T-4	Route 58 and Powell	\$2,626,450	\$2,262,240					\$4,888,690
T-5	Street Preservation Program	\$1,229,859	\$600,000	\$600,000	\$600,000	\$600,000		\$3,629,859
T-6	Street Reconstruction & Overlay	\$5,061,609	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$13,938,391	\$45,000,000
<b>Transportation Subtotal</b>		<b>\$9,631,781</b>	<b>\$11,317,240</b>	<b>\$7,135,000</b>	<b>\$7,135,000</b>	<b>\$7,135,000</b>	<b>\$13,938,391</b>	
WW-1	Sanitary Sewer Inflow and Infiltration	\$1,447,661	\$100,000	\$100,000	\$100,000	\$100,000	\$3,718,000	\$5,565,661
WW-2	Streambank Stabilization	\$641,071	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,141,071

## FY2022-FY2026 CAPITAL IMPROVEMENT PROGRAM

Project #	Project Title	FY2022	FY2023	FY2024	FY2025	FY2026	Unfunded	Total
WW-3	Sunrise Gardens Lift Station Replacement	\$130,000						\$130,000
WW-4	Wastewater Treatment Plant Capital Improvements	\$450,000	\$1,171,400	\$85,800	\$126,100	\$86,900	\$6,110,500	\$8,030,700
WW-5	Wastewater Treatment Plant Regional Study	\$150,000						\$150,000
<b>Wastewater Subtotal</b>		<b>\$2,818,732</b>	<b>\$1,371,400</b>	<b>\$285,800</b>	<b>\$326,100</b>	<b>\$286,900</b>	<b>\$9,928,500</b>	<b>\$15,017,432</b>
WT-1	Planned Water Line Replacement	\$1,030,793	\$959,000	\$1,400,000	\$1,600,000	\$1,700,000	\$53,310,207	\$60,000,000
WT-2	Water Master Plan	\$150,000						\$150,000
<b>Water Subtotal</b>		<b>\$1,180,793</b>	<b>\$959,000</b>	<b>\$1,400,000</b>	<b>\$1,600,000</b>	<b>\$1,700,000</b>	<b>\$53,310,207</b>	<b>\$60,150,000</b>
<b>Total</b>		<b>\$19,079,674</b>	<b>\$13,647,640</b>	<b>\$8,820,200</b>	<b>\$9,061,100</b>	<b>\$9,121,900</b>	<b>\$77,177,098</b>	<b>\$59,731,114</b>

# **SECTION VIII**

## **I**

**R2021-73**

**A RESOLUTION FORMALLY ACCEPTING THE FAIRFIELD INN AND ASSOCIATED OUTLOT NEW PUBLIC INFRASTRUCTURE OF 1,026 FEET OF 8” WATERLINE AND ASSOCIATED VALVES, FITTINGS, AND FIRE HYDRANTS AND 236 FEET OF SANITARY SEWER MAIN AND ONE MANHOLE WITH A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$80,000.00.**

**WHEREAS**, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

- (a) Developer shall submit one original on Mylar and four copies of "as built" plans to the City Engineer prior to requesting final acceptance of improvements.
- (b) Upon the determination by the City Council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the City Council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
  - (1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.
    - a. Maintenance bond written by a bonding company, or
    - b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
    - c. Upon approval of the City Council, a personal surety bond; and

**WHEREAS**, Fairfield Inn and associated outlot new public infrastructure was installed, inspected, and tested per City of Belton standards including 1,026 feet of 8” waterline and associated valves, fittings, and fire hydrants and 236 feet of sanitary sewer main and one manhole; and

**WHEREAS**, the City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$80,000.00; and

**WHEREAS**, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its transportation and water systems.

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

**SECTION 1.** That the Fairfield Inn and associated outlot waterline and associated valves, fittings, and fire hydrants and sanitary sewer main and manhole are hereby formally accepted by the City of Belton and shall become the property of the City.

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

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

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

ATTEST:

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

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

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

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

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



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** September 14, 2021

**DIVISION:** Public Works Engineering

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

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

**ISSUE/RECOMMENDATION:**

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, the new public infrastructure that serves the Fairfield Inn and associated outlot is complete and ready for formal acceptance. These public improvements consist of the following:

- 1,026 feet of 8” waterline and associated valves, fittings, and fire hydrants
- 236 feet of sanitary sewer main and one manhole

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$80,000.00.

**IMPACT/ANALYSIS:**

N/A

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

Approve and authorize a resolution formally accepting the Fairfield Inn and associated outlot new public infrastructure of 1,026 feet of 8” waterline and associated valves, fittings, and fire hydrants and 236 feet of sanitary sewer main and one manhole with a two-year maintenance bond in the amount of \$80,000.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Infrastructure Acceptance Memo with Map of Improvements





*CITY OF BELTON – PUBLIC WORKS  
MEMORANDUM*

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**PUBLIC WORKS**

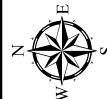
**Date:** August 20, 2021  
**To:** Greg Rokos, Director of Public Works  
**From:** Ron Raines, Public Works Senior Engineering Technician  
**Subject:** Fairfield Inn Public Water and Sanitary Sewer Line

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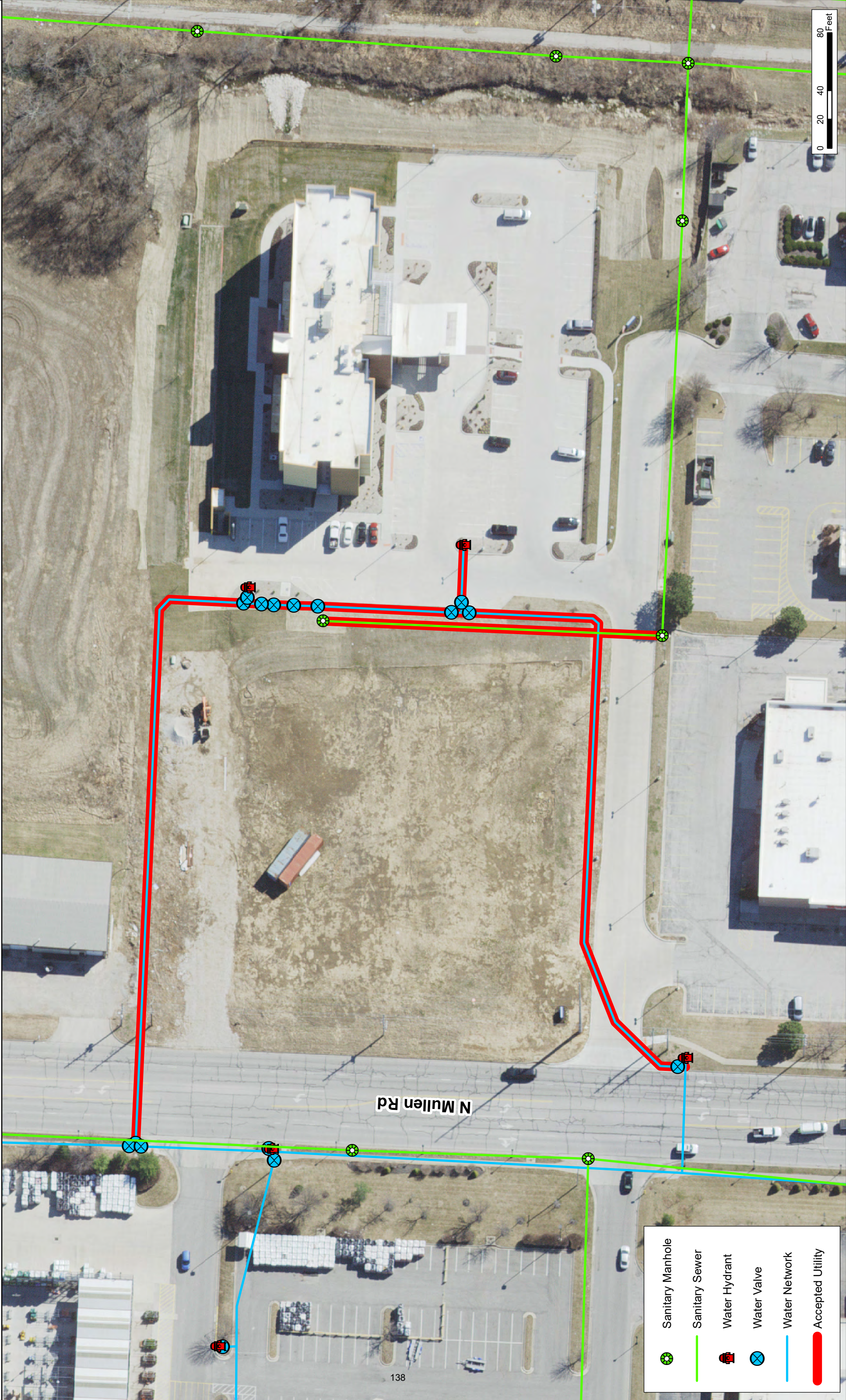
The Public Infrastructure that serves the Fairfield Inn and associated outlot is complete. These public improvements consist of 1,026 feet of 8” waterline and associated valves, fittings, and fire hydrants and 236 feet of sanitary sewer main and one manhole. These improvements have been installed, inspected, and tested per City of Belton standards. We have received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$80,000.00

These improvements are ready to be presented to the City Council for formal acceptance.

Attached: Map of Public Improvements



# Fairfield Inn - Accepted Infrastructure



N Mullen Rd

	Sanitary Manhole
	Sanitary Sewer
	Water Hydrant
	Water Valve
	Water Network
	Accepted Utility



# **SECTION VIII**

## **J**

**R2021-74**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-1 WITH INFRASTRUCTURE SOLUTIONS, LLC TO BUILD THE CITY OF BELTON POLICE DEPARTMENT WATERLINE REPLACEMENT IN THE NOT-TO-EXCEED AMOUNT OF \$48,770.76.**

**WHEREAS**, the water main that currently provides service to the City of Belton Police Station across East 163<sup>rd</sup> Street has experienced several breaks. In addition to interrupting water service to the Police Department, these breaks have required extensive repairs resulting in interruptions to normal traffic flow and damage to the pavement of the East 163<sup>rd</sup> Street arterial roadway. Public Works Staff determined that this waterline could be decommissioned, and an alternative connection made by extending an existing 8” water line from its current terminus northeast of the High Blue Wellness Center. The waterline replacement is an FY2022 budget-approved item to implement this solution and prevent future breaks; and

**WHEREAS**, Staff requested Infrastructure Solutions, LLC under their On-Call Water, Wastewater, Stormwater Services, and Other City Assets Contract (R2021-47) Task Agreement 2021-1 to provide a scope to build the City of Belton Police Department waterline replacement in the not-to-exceed amount of \$48,770.76.

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

**SECTION 1.** That this resolution approving Task Agreement 2021-1 with Infrastructure Solutions, LLC, herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$48,770.76 is hereby approved for purposes described above.

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

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

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

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** September 14, 2021

**DIVISION:** Public Works for Police Department

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

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

**ISSUE/RECOMMENDATION:**

The water service line that currently provides service to the City of Belton Police Station across East 163<sup>rd</sup> Street has experienced several breaks. In addition to interrupting water service to the Police Department, these breaks have required extensive repairs resulting in interruptions to normal traffic flow and damage to the pavement of the East 163<sup>rd</sup> Street arterial roadway.

Public Works Staff determined that this water service line could be decommissioned, and an alternative connection made by extending an existing 8” water line from its current terminus northeast of the High Blue Wellness Center. The waterline replacement is an FY2022 budget-approved item to implement this solution and prevent future breaks.

Staff requested Infrastructure Solutions, LLC under their On-Call Water, Wastewater, Stormwater Services, and Other City Assets Contract (R2021-47) Task Agreement 2021-1 to provide a scope to build the City of Belton Police Department waterline replacement in the not-to-exceed amount of \$48,770.76.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Infrastructure Solutions, LLC	
Amount of Request/Contract:	\$	48,770.76
Amount Budgeted:	\$	50,000.00
Funding Source:	010-4400-495-7300	

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

Approval of a resolution approving Task Agreement 2021-1 with Infrastructure Solutions, LLC to build the City of Belton Police Department waterline replacement not-to-exceed amount of \$48,770.76.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Task Agreement 2021-1 and Scope of Work



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

Contract: On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, & Other City Assets (R2021-47)

Ordinance or Resolution: n/a	Task Agreement No: 2021-1	Funding Amount: <b>48,770.76</b> Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
------------------------------	---------------------------	--

Project Title: City of Belton Police Department Waterline Replacement

Contractor/Consultant (including subs): Infrastructure Solutions, LLC	Division and Staff Project Manager: Haden Mattke, Engineer I
---	--

Project Management Manual reviewed: <i>[Signature]</i> n/a	Attachments (Gantt Chart, etc.):
--	----------------------------------

PROJECT Scope (can be in the form of an attachment): **Excavation, Install 8" PVC, Install ARV, Install/Remove GV, Cap and Flow Fill Old Line.**

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: <i>[Signature]</i>	Signature: _____	Signature: <i>[Signature]</i>	Signature: _____
Date: <b>9/1/2021</b>	Date: _____	Date: <b>9/1/2021</b>	Date: _____

Project Type:	Design	Construction	<input checked="" type="checkbox"/>	Property Acquisition	Conceptual – Problem Solving	Surveying	
Project Discipline(s):	Transportation	Planning		Water	<input checked="" type="checkbox"/>	Wastewater	Stormwater

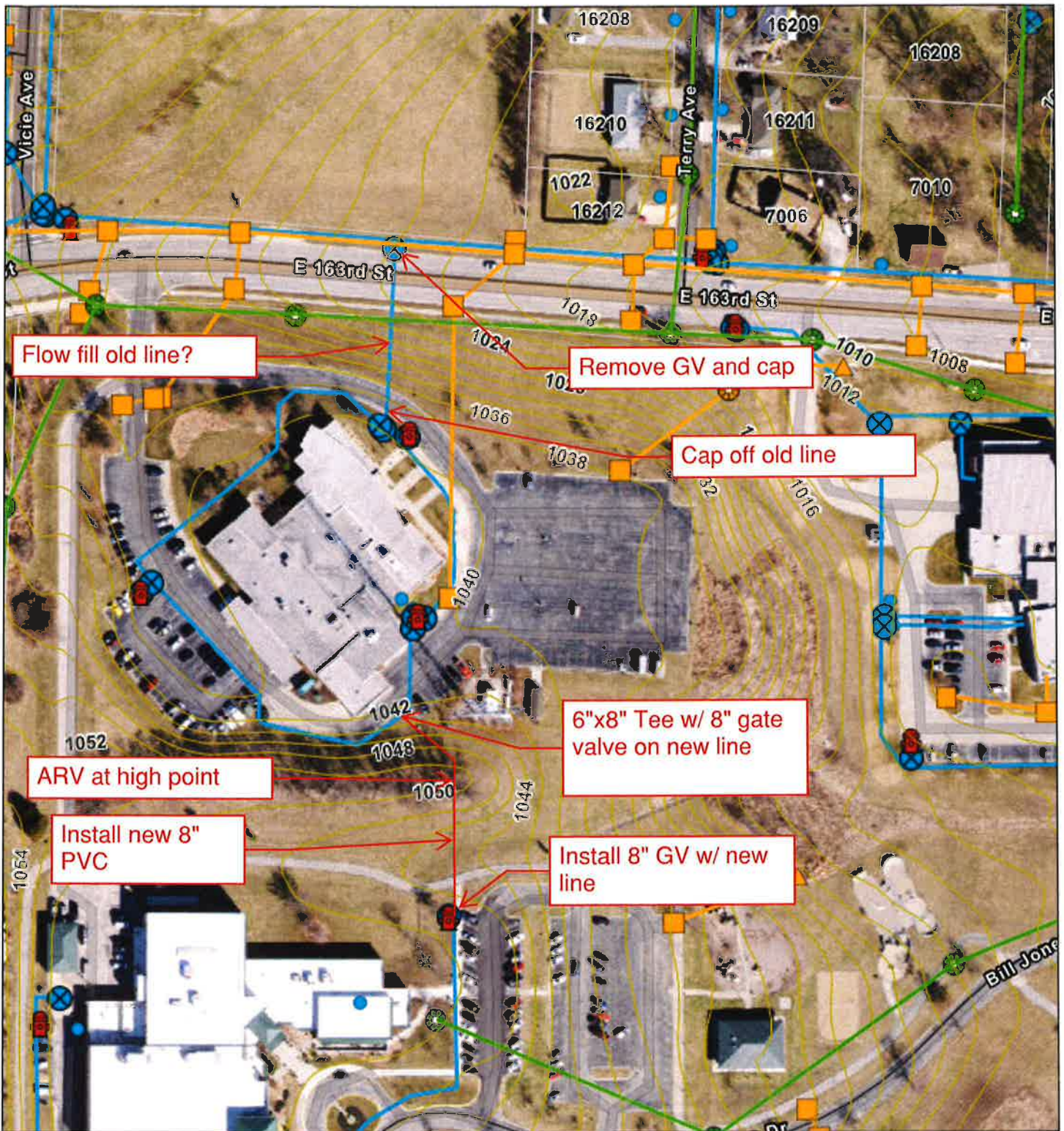
Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, & Other City Assets (R2021-47).

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

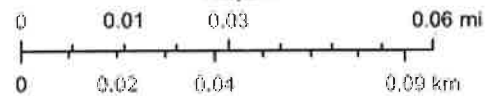
# ArcGIS Web Map



8/18/2021, 10:56:34 AM

1:2,257

- |                          |                      |                   |
|--------------------------|----------------------|-------------------|
| Aerial_MARC_2020_6in.tif | Sanitary_Manhole     | Storm_Pipe        |
| Red: Band_1              | Storm_Inlet          | Public Storm Pipe |
| Green: Band_2            | Public Storm Inlet   | Water_Hydrant     |
| Blue: Band_3             | Storm_Manhole        | Public Hydrant    |
| Contour_2ft_2018         | Public Storm Manhole | Water_Valves      |
| Sanitary_Sewer           | Storm_Outlet         | Water_Network     |
| Public                   | Public Storm Outlet  | Public Water Line |



Maxar, Microsoft, Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web AppBuilder

Maxar, Microsoft | Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph,



# **SECTION VIII**

## **K**

**R2021-75**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-16 WITH JCI INDUSTRIES, INC. FOR SUNRISE GARDENS LIFT STATION PUMP REPLACEMENT NEEDS IN THE NOT-TO-EXCEED AMOUNT OF \$95,286.00.**

**WHEREAS**, the Sunrise Gardens Lift Station was built in 2006 and consists of above ground prime pumps. During the past several years, this station has had problems with various components of its operations. Consisting of pump failures, electrical issues, motor control issues, and rag clogging. These failures are starting to occur weekly and must be maintained to help provide pumping services to this area. This station has become unreliable and must be serviced weekly by City staff or contractor to keep operations working; and

**WHEREAS**, Staff contacted JCI Industries, Inc. using their On-Call Professional Services Contract for Water, Wastewater, Stormwater, and Other City Assets (R2021-48) for Sunrise Gardens Lift Station pump replacement needs. Under Task Agreement 2021-16 this work will consist of two new submersible Flygt pumps, guide rails, operational switches, alarm notification system, and control panel in the not-to-exceed amount of \$95,286.00. This is a FY2022 budget-approved item.

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

**SECTION 1.** That this resolution approving Task Agreement 2021-16 with JCI Industries, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$95,286.00 is hereby approved for purposes described above.

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

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

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

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** September 14, 2021

**DIVISION:** Public Works/Water Services

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

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

**ISSUE/RECOMMENDATION:**

The Sunrise Gardens Lift Station was built in 2006 and consists of above ground prime pumps. During the past several years, this station has had problems with various components of its operations. Consisting of pump failures, electrical issues, motor control issues, and rag clogging. These failures are starting to occur weekly and must be maintained to help provide pumping services to this area. This station has become unreliable and must be serviced weekly by City staff or contractor to keep operations working.

Using On-Call Professional Services Contract for Water, Wastewater, Stormwater, and Other City Assets (R2021-48), JCI Industries, Inc. was contacted for pump replacement needs. This work will consist of two new submersible Flygt pumps, guide rails, operational switches, alarm notification system, and control panel.

Staff recommends approving Task Agreement No. 2021-16 with JCI Industries, Inc. in the not-to-exceed amount of \$95,286.00 under their On-Call Professional Services Contract for Sunrise Gardens Lift Station pump replacement needs. This is a FY2022 budget-approved item.

**FINANCIAL IMPACT**

Contractor:	JCI Industries, Inc.
Amount of Request/Contract:	\$ 95,286.00
Amount Budgeted:	\$ 130,000.00
Funding Source:	660-0000-495-7300

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

Approval of Task Agreement No. 2021-16 with JCI Industries, Inc. for Sunrise Gardens Lift Station pump replacement needs in the not-to-exceed amount of \$95,286.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Task Agreement No. 2021-16 and Scope of Work



**City of Belton – Public Works  
Task Agreement**

Contract: On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-48)

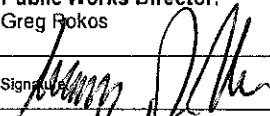
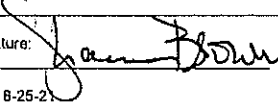
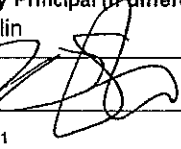
Ordinance or Resolution: n/a	Task Agreement No: 2021-16	Funding Amount: \$95,286.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
------------------------------	----------------------------	---

Project Title: Sunrise Gardens Lift Station Flygt Retro Fit

Contractor/Consultant (including subs): JCI Industries, Inc.	Division and Staff Project Manager: Greg Rokos, Public Works Director; Haden Mattke, Engineer I
--	--

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

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

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	City Manager: Alexa Barton	Project Manager: Shannon Brown	Company Principal (if different): Kail Starlin
Signature:  Date: 8/26/21	Signature: _____ Date: _____	Signature:  Date: 8-25-21	Signature:  Date: 8-25-21

Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-48) effective on June 9, 2021.

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



JCI Industries, Inc.  
1161 SE Hamblen Rd.  
Lee's Summit, MO 64081  
Tel: 816-525-3320

[www.jciind.com](http://www.jciind.com)

Tuesday, August 17, 2021

Belton MO, City of  
506 Main Street  
Belton, MO 64012

Phone: 816-331-4331  
Fax: 816-322-4620

**Attention: Joe Don Harrell**

Subject: SUNRISE GARDENS FLYGT RETRO FIT

Quotation #: 0776707966j\_B Rev 2  
Please refer to this number when ordering

Joe Don Harrell:

Please review the attached proposal for JCI Industries to retrofit your existing pump Sunrise Gardens PS over to a duplex Flygt submersible pump set up. We appreciate your business and look forward to working with you. If you need anything else please let us know.

Best regards,

*Jonathan Burri*

Jonathan Burri  
Service Engineer  
JCI Industries, Inc.

*Mark Swendrowski*

Mark Swendrowski  
Sales Engineer  
JCI Industries, Inc.  
816-803-9607



JCI Industries, Inc.  
 1161 SE Hamblen Rd.  
 Lee's Summit, MO 64081  
 Tel: 816-525-3320  
[www.jciind.com](http://www.jciind.com)

Tuesday, August 17, 2021

Quote #: 0776707966J\_B Rev 2

Item	Description	Qty	Subtotal
1.00	<b>WORK SCOPE</b> <ul style="list-style-type: none"> <li>• MOBILIZE FIELD SERVICE TEAM</li> <li>• AN AIR PLUG WILL BE INSERTED INTO THE INFLUENT LINE</li> <li>• BELTON WILL SUPPLY VACUUM TRUCKS TO REMOVE THE PRODUCT IN A NEAR BY ACCESS PORT</li> <li>• JCI WILL SUPPLY THE AUTOMATIC BYPASS PUMP</li> <li>• JCI WILL SUPPLY LABOR, TOOLS AND EQUIPMENT TO REMOVE THE (2) EXISTING SMITH AND LOVELESS PUMPS AND CONTROLS</li> <li>• INSTALL (2) NEW FLYGT PUMPS, BASE ELBOWS, GUIDERAILS SYSTEM AS NEEDED AND CONNECT TO EXISTING SMITH AND LOVELESS DISCHARGE LINE</li> <li>• THE EXISTING CHECK VALVES AND THREWAY VALVE WILL BE REUSED</li> </ul>	1	\$95,286.00
	<b>EQUIPMENT BEING INSTALLED</b> <ul style="list-style-type: none"> <li>• (2) FLYGT NP3153.185               <ul style="list-style-type: none"> <li>○ 462 IMPELLER</li> <li>○ 20HP</li> <li>○ 200 VOLT</li> <li>○ 3 PHASE</li> <li>○ 50 FOOT CABLES</li> <li>○ 4" DISCHARGE ELBOW</li> </ul> </li> <li>• 2" 304SS UPPER GUIDE RAIL BRACKETS</li> <li>• 2" 304SS GUIDE RAILS, 20' LONG</li> <li>• 3/16" CHAIN</li> <li>• 316SS 1/2" SHACKLE</li> <li>• 1/4" SHACKLE</li> <li>• CONTROL PANEL</li> <li>• FLOAT SWITCHES</li> <li>• MINICASS RELAY</li> <li>• RACO DIALER</li> <li>• MISC PIPING</li> </ul>		
<b>Subtotal</b>			<b>\$95,286.00</b>
<b>Total</b>			<b>\$95,286.00</b>

**Terms & Conditions**

<b>Lead Time</b> 24-28 Weeks After Receiving Order	<b>Payment Terms</b> Net 20
<b>Shipping Method</b> Best Way	<b>Shipping Terms</b> Prepaid and Added to Invoice
<b>F.O.B.</b> Warehouse	Due to current market conditions, please confirm pricing at point of order.





#### STANDARD TERMS OF SALE

- 1. Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
- 3. Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
- 4. Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
- 9. Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
- 12. Credit Approval.** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- 13. Back Charges.** JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

# **SECTION VIII**

## **L**

**R2021-76**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-15 WITH JCI INDUSTRIES, INC. FOR AERATOR NO. 6 REPLACEMENT NEEDS AT THE WASTEWATER TREATMENT FACILITY IN THE NOT-TO-EXCEED AMOUNT OF \$57,372.00.**

**WHEREAS**, at the Wastewater Treatment Facility, there are 10 aerators that are used to supply oxygen during the treatment process. Most of the aerators operate consistently. Aerator No. 6 has stopped working and needs to be replaced. This item is a major component in the processing of wastewater. During summer months, when water temperatures rise, this can cause lower oxygen which raises wastewater ammonia levels. It is vital to the treatment process that Aerator No. 6 is repaired or replaced promptly. This will assist with the proper treatment process and help comply with Missouri Department of Natural Resources treatment standards; and

**WHEREAS**, using On-Call Professional Services Contractor for Water, Wastewater, Stormwater, and Other City Assets (R2021-48), Staff contacted JCI Industries, Inc. for Aerator No. 6 replacement needs under Task Agreement 2021-15 in the not-to-exceed amount of \$57,372.00. This is an FY2022 budget-approved item.

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

**SECTION 1.** That this resolution approving Task Agreement 2021-15 with JCI Industries, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, in the not-to-exceed amount of \$57,372.00 is hereby approved for purposes described above.

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

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

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

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** September 14, 2021

**DIVISION:** Public Works/Water Services

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

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

**ISSUE/RECOMMENDATION:**

At the Wastewater Treatment Facility, there are 10 aerators that are used to supply oxygen during the treatment process. Most of the aerators operate consistently. Aerator No. 6 has stopped working and needs to be replaced. This item is a major component in the processing of wastewater. During summer months, when water temperatures rise, this can cause lower oxygen which raises wastewater ammonia levels. It is vital to the treatment process that Aerator No. 6 is repaired or replaced promptly. This will assist with the proper treatment process and help comply with Missouri Department of Natural Resources treatment standards.

Using On-Call Professional Services Contract for Water, Wastewater, Stormwater, and Other City Assets (R2021-48), Staff contacted JCI Industries, Inc. for Aerator No. 6 replacement needs. This work will consist of replacement of the shaft bar, aerator discs, pillow bearings, rebuild gearbox, gearbox mounting platform, crane rental and installation.

Staff recommends approving Task Agreement No. 2021-15 with JCI Industries, Inc. in the not-to-exceed amount of \$57,372.00 under their On-Call Professional Services Contract for Aerator No. 6 replacement needs. This is a FY2022 budget-approved item.

**FINANCIAL IMPACT**

Contractor:	JCI Industries, Inc.	
Amount of Request/Contract:	\$	57,372.00
Amount Budgeted:	\$	450,000.00
Funding Source:	660-0000-495-7300	

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

Approval of Task Agreement No. 2021-15 with JCI Industries, Inc. for Aerator No. 6 replacement needs at the Wastewater Treatment Facility in the not-to-exceed amount of \$57,372.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Task Agreement No. 2021-15 and Scope of Work



**PUBLIC WORKS**  
**City of Belton** & **Public Works**  
**Task Agreement**

**Contract: On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-48)**

Ordinance or Resolution: n/a	Task Agreement No: TA 2021-15	Funding Amount: \$57,372.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
------------------------------	-------------------------------	---

**Project Title: Aerator 6 Replacement**

Contractor/Consultant (including subs): JCI Industries, Inc.	Division and Staff Project Manager: Water Services/ Rex Olinger
--	--

Project Management Manual reviewed: N/A	Attachments (Gantt Chart, etc.): Quote
---	--

**PROJECT Scope (can be in the form of an attachment): Acquire, fabricate and install equipment for aerator #6 as shown on quote. Not to Exceed \$57,372.00**  
 See attached Quote # 0777234712]\_B

Staff Signatures				Partner Signatures			
------------------	--	--	--	--------------------	--	--	--

Public Works Director: Greg Rokos	City Manager: Alexa Barton	Project Manager: Jonathan Burri	Company Principal (if different): Thomas Rogge
Signature:	Signature: _____	Signature:	Signature:
Date: 08/20/2021	Date: _____	Date: 8/19/21	Date: 8-19-21

<b>Project Type:</b>	Design	Construction	Property Acquisition	Conceptual & Problem Solving	Surveying
<b>Project Discipline(s):</b>	Transportation	Planning	Water	Wastewater X	Stormwater

**Report(s) Received:**

**Work on File:**

**This Task Agreement is subject to all the provisions included in the On-Call Professional Services Contract for Water, Wastewater, Stormwater Services, and Other City Assets (R2021-48) effective on June 9, 2021.**

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



JCI Industries, Inc.  
1161 SE Hamblen Rd.  
Lee's Summit, MO 64081  
Tel: 816-525-3320

[www.jciind.com](http://www.jciind.com)

Wednesday, August 18, 2021

Belton MO, City of  
506 Main Street  
Belton, MO 64012

Phone: 816-331-7789

Fax: 816-322-4620

**Attention: Rex Olinger**

Subject: AERATOR # 6 REPAIR

Quotation #: 0777234712J\_B

Please refer to this number when ordering

Rex Olinger:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

*Jonathan Burri*

Jonathan Burri  
Service Engineer  
JCI Industries, Inc.

*Mark Swendrowski*

Mark Swendrowski  
Sales Engineer  
JCI Industries, Inc.  
816-803-9607



JCI Industries, Inc.  
 1161 SE Hamblen Rd.  
 Lee's Summit, MO 64081  
 Tel: 816-525-3320  
[www.jciind.com](http://www.jciind.com)

Wednesday, August 18, 2021

Quote #: 0777234712J\_B

Item	Description	Qty	Subtotal
1.00	<b>AERATOR #6 REPAIR</b>	1	\$57,372.00
	<ul style="list-style-type: none"> <li>• PURCHASE NEW 1045 PRECISION SHAFTING BAR</li> <li>• MAKE SKETCH OF OLD SHAFT</li> <li>• FINISH MACHINE NEW SHAFTING BAR TO MATCH OLD SHAFT</li> <li>• PURCHASE AND INSTALL NEW AERATOR DISCS</li> <li>• PURCHASE AND INSTALL NEW PILLOW BLOCK BEARINGS</li> <li>• REBUILD GEARBOX MOUNTING ONSITE</li> <li>• PURCHASE AND INSTALL NEW GEARBOX</li> <li>• INSTALL NEW SHAFT ASSEMBLY</li> <li>• STARTUP AND TEST UNIT</li> <li>• CRANE RENTAL INCLUDED</li> </ul>		

Subtotal	\$57,372.00
<b>Total</b>	<b>\$57,372.00</b>

Terms & Conditions	
<b>Lead Time</b> 16-20 Weeks After Receiving Order	<b>Payment Terms</b> Net 20
<b>Shipping Method</b> Best Way	<b>Shipping Terms</b> Prepaid and Added to Invoice
<b>F.O.B.</b> Warehouse	Due to current market conditions, please confirm pricing at point of order.





#### STANDARD TERMS OF SALE

- 1. Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/4% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
- 3. Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
- 4. Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
- 9. Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
- 12. Credit Approval.** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- 13. Back Charges.** JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

# **SECTION IX**

## **C**

**AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.**

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

**SECTION 1.** That Section 42-36 of the Unified Development Code of the City of Belton

Missouri is hereby amended to read as follows:

**Section 42-36. Rates inside city.**

(a) Schedule from April 1, ~~2020~~2021: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, ~~2020~~1, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$15.40~~16.63
- (2) Debt service rate -- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.1538~~1.2438 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, ~~2020~~2021: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, ~~2020~~2021, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$15.40~~16.63
- (2) Debt service rate-- \$12.36
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.1538~~1.2438 per one hundred (100) gallons of metered water.

**SECTION 2.** That Section 42-38 of the Unified Development Code of the City of Belton,

Missouri is hereby amended to read as follows:

**Sec. 42-38. Water rates for approved water districts or local governments.**

(a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the April 1, ~~2020~~2021, billing, shall be as follows:

~~\$0.6878~~7428 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the City Council and shall be increased annually, effective April 1, ~~2020~~2021, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

**SECTION 3.** That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-39. Rates for water consumed outside city.**

- (a) Schedule from April 1, ~~2020~~2021. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, ~~2020~~2021, billing shall be as follows:
- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$17.73~~19.15
  - (2) Debt service rate-- \$6.11
  - (3) Fifteen hundred one (1,501) gallons and over--~~\$1.3083~~1.4130 per one hundred (100) gallons of metered water.
- (b) Schedule from April 1, ~~2020~~2021. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, ~~2020~~2021, billing shall be as follows:
- (4) Fifteen hundred (1,500) gallons minimum-- ~~\$17.73~~19.15
  - (5) Debt service rate-- \$12.36
  - (6) Fifteen hundred one (1,501) gallons and over--~~\$1.3083~~1.4130 per one hundred (100) gallons of metered water.

**SECTION 4.** That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-296. Sewer system user rates.**

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods. Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.
- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.

- (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.
- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection

of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from April 1, 2020: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the April 1, 2020 billing shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$13.91 volumetric method/\$15.72 winter month average
  - b. Debt service rate-- \$11.52
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.6002 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.7213 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from April 1, 2020: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the April 1, 2020 billing, shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$13.91
  - b. Debt service rate-- \$17.77
  - c. Fifteen hundred one (1,501) gallons and over-\$1.6002 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from April 1, 2020: In all residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2020 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$19.92 volumetric method/\$22.19 winter month average
  - b. Debt service rate-- \$11.52
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$2.0003 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$2.1520 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from April 1, 2020: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2019 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$19.92
  - b. Debt service rate-- \$17.77
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$2.0003 per one hundred (100) gallons of metered water. Winter month average: not available.

**SECTION 5.** Any and all new rates established herein shall be effective with any billing from and after April 1, ~~2020~~2021.

**SECTION 6.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 7.** This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



# **SECTION IX**

## **D**

**BILL NO. 2021-55**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AMENDING SECTION 8-119 COSTS, FEES, AND SURCHARGES OF THE CODE OF ORDINANCES, CITY OF BELTON.**

**WHEREAS**, pursuant to Sections 488.012.3(5) and 488.027.2 of the Revised Statutes of Missouri, the City of Belton, by and through its municipal court, is required to assess certain costs and surcharges in all court cases to fund the Statewide Court Automation Fund; and

**WHEREAS**, the City Council desires to ensure that the Statewide Court Automation Fund is adequately funded through the assessment of the necessary, statutorily required charges.

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

**Section 1.** That Section 8-119 of the Code of Ordinances, City of Belton, Missouri is hereby amended by the addition of the following:

*(8) Statewide Court Automation Fund.* In addition to the other costs authorized by this Section, there shall be assessed a state court automation surcharge in the amount authorized by Section 476.056, RSMo, in every proceeding filed in the municipal division for violation of an ordinance. Such surcharge shall also be assessed in cases in which pleas of guilty are processed by the Violations Bureau. No such surcharge shall be collected when the proceeding or defendant has been dismissed by the Court, when costs are waived or when costs are paid to the City. Such surcharge shall be collected by the municipal court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund as provided in Section 488.012.3(5) and Section 488.027.2, RSMo.

**Section 2.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR THE FIRST TIME: September 14, 2021

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

AYES:            COUNCILMEN:

NOES:            COUNCILMEN:

ABSENT:        COUNCILMEN:

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

# **SECTION IX**

## **E**

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE OFFICE OF STATE COURTS ADMINISTRATOR FOR THE IMPLEMENTATION OF THE SHOW-ME COURTS COURT AUTOMATION SOFTWARE, AUTHORIZING THE PURCHASE OF A SOFTWARE INTERFACE BETWEEN THE BRAZOS TICKET WRITERS AND THE SHOW-ME COURTS SYSTEMS AND APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2022 ADOPTED CITY BUDGET FOR THE PURPOSE OF FUNDING THE REQUIRED MISSOURI SUPREME COURT RULES REQUIREMENTS.**

**WHEREAS**, the Missouri Supreme Court has adopted new rules requirements for all judicial circuits in the state; and

**WHEREAS**, the new rules require all judicial circuits in the state of Missouri to implement the Show-Me Courts (SMC) court automation software; and

**WHEREAS**, the Presiding Judge has signed an order that all divisions in the 17<sup>th</sup> Judicial Circuit of Cass County be live on SMC no later than November 1, 2021, and

**WHEREAS**, the city purchased and utilizes Brazos ticket writers which require an interface to work with SMC, and

**WHEREAS**, a permanent bailiff is required for the Court under the new rules, and

**WHEREAS**, the City’s prosecuting attorney requires a part time clerk to that is separate from the Court to manage the additional work that SMC requires.

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

**SECTION 1.** That the City Council hereby authorizes the agreement with the Office of State Courts Administrator., herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That the City Council hereby authorizes the purchase agreement with Tyler Technologies for a software interface between Brazos and SMC, herein attached and incorporated as **Exhibit B** to this ordinance.

**SECTION 3.** In the General Fund, # 010...

INCREASE the balance by \$ 12,400 (whole dollars) of Expenditure line item, # 010-1600-4004014 , named Municipal Court – Office Supplies .

INCREASE the balance by \$ 4,200 (whole dollars) of Expenditure line item, # 010-1600-4003020 , named Municipal Court - Contractual .

INCREASE the balance by \$ 3,200 (whole dollars) of Expenditure line item,  
# 010-1600-4001120 , named Municipal Court – Salaries - Temporary.

INCREASE the balance by \$ 250 (whole dollars) of Expenditure line item,  
# 010-1600-4001230 , named Municipal Court – Social Security.

INCREASE the balance by \$ 200 (whole dollars) of Expenditure line item,  
# 010-1600-4001240 , named Municipal Court – Workers’ Compensation.

INCREASE the balance by \$ 16,500 (whole dollars) of Expenditure line item,  
# 010-1300-4001120 , named City Attorney – Salaries - Temporary.

INCREASE the balance by \$ 1,300 (whole dollars) of Expenditure line item,  
# 010-1300-4001230 , named City Attorney – Social Security.

INCREASE the balance by \$ 100 (whole dollars) of Expenditure line item,  
# 010-1300-4001240 , named City Attorney – Workers’ Compensation.

DECREASE the balance by \$ 38,150 (whole dollars) of Expenditure line item,  
# 010-1000-4009000 , named Legislative - Rainy Day.

**SECTION 4.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: September 14, 2021

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

AYES:            COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

---

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

**SHOW ME COURTS  
AGREEMENT**

This document constitutes an Agreement between City of Belton (the City) and the Office of State Courts Administrator (OSCA), collectively referred to herein as the "Parties", for the implementation of the Show-Me Courts (SMC) court automation software. The agreement shall govern the long term use of the court automation software.

Background: Show-Me Courts is being developed for use as the case management system for the courts in Missouri and when all the current functionality is available in SMC, will replace the Justice Information System (JIS). Updates and new functionality to SMC will be deployed on a regular basis to the courts.

**The Office of State Courts Administrator, in coordination with the Missouri Court Automation Committee, agrees to provide:**

1. A suite of applications that meet the statutory and Supreme Court rules requirements.
2. Support.
3. Court Staff Training.
4. Communications with court.
5. Back-up of data.

**The Municipality agrees to:**

1. Establish and maintain in effect a local ordinance to assess and collect the Court Automation Fee as required by Section 476.056, RSMo.
2. Provide and install necessary equipment for the implementation of SMC that meets Missouri Court Automation Infrastructure Standards. The Missouri Court Automation Infrastructure Standards may be found on the Court Information Center at <http://www.courts.mo.gov/page.jsp?id=61273>.

We, the undersigned, have read and accept this agreement as required by Section 476.056 RSMo.

\_\_\_\_\_  
City, by its Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Earl Kraus  
Deputy State Courts Administrator

\_\_\_\_\_  
Date





## INVESTMENT SUMMARY

Tyler Software	\$ 3,250
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
<b>Total One-Time Cost</b>	<b>\$ 3,250</b>
Annual Recurring Fees/SaaS	\$ 228
Tyler Software Maintenance	\$ 683



Quoted By: Lisa McKenzie  
 Quote Expiration: 1/24/22  
 Quote Name: 2021-266721  
 ShowMeCourt Interface  
 Replacing InCode Court

**Sales Quotation For:**  
 City of Belton Police Department  
 7001 E 163rd St  
 Belton, MO 64012-4614  
 Phone: +1 (816) 331-5522

**Shipping Address:**  
 City of Belton Police Department  
 7001 E 163rd St ATTN Laura Ellis  
 Belton, MO 64012-4614

**Tyler Software**

Description	License	Discount	License Total	Year One Maintenance
<b>Brazos</b>				
Interface				
Interface: Locally Created (Not a CMS Vendor) Court Case Mgmt System	\$ 3,250	\$ 0	\$ 3,250	\$ 683
<b>Total</b>	\$ 3,250	\$ 0	\$ 3,250	\$ 683
<b>TOTAL</b>	<b>\$ 3,250</b>	<b>\$ 0</b>	<b>\$ 3,250</b>	<b>\$ 683</b>

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
<b>Brazos</b>				
Hosting Fee				
Brazos Hosting Fee	1	\$ 228	\$ 0	\$ 228
<b>TOTAL</b>				<b>\$ 228</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 3,250	\$ 683
Total Annual	\$ 0	\$ 228
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 3,250</b>	<b>\$ 911</b>
<b>Contract Total</b>	<b>\$ 4,161</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

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

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the

- applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
  - Expenses associated with onsite services are invoiced as incurred.

**ASSUMPTION**

"Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance and Hosting Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days."

# **SECTION IX**

## **F**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY’S ZONING MAP FROM AN R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO AN R-2 TWO-FAMILY RESIDENTIAL DISTRICT, FOR THE PROPERTY LOCATED AT 210 AND 212 MILL STREET, BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, a request was submitted to rezone the property located at 210 and 212 Mill Street, more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein; and

**WHEREAS**, under the Unified Development Code Section 20-1- Land Use Applications and Procedures provides that the City Council may, by ordinance, amend, supplement, change or modify zoning district boundaries; and

**WHEREAS**, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on August 16, 2021 in accordance with Missouri law and the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

**WHEREAS**, the Unified Development Code Section 20-3- Findings of Fact, provides criteria for findings of fact to be used with zoning map amendments; and

**WHEREAS**, the Belton Planning Commission voted to recommend approval of the application to the City Council by an eight to zero vote; and

**WHEREAS**, the City Council believes it is in the best interest of the City to rezone this tract of land to C-2 General Commercial District.

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

- Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the rezoning of the subject property more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from R-1 Single Family Residential District to R-2 Two-Family Residential District.
- Section 2.** That the City Planner shall take all necessary actions to supplement the Comprehensive Plan and Zoning map of the City.
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.
- Section 4.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: SEPTEMBER 14, 2021

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

AYES:            COUNCILMEMBER:

NOES:            COUNCILMEMBER:

ABSENT:        COUNCILMEMBER:

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

## **EXHIBIT A**

The property known as 210 and 212 Mill Street, in the City of Belton, Cass County, Missouri, and more particularly described as follows:

The South 135 feet of the East 39.75 feet of Lot 1 and the South 135 feet of the West 27.25 feet of Lot 2, all in Block 12, in SCOTT AND COLBERN'S FIRST ADDITION, to the town of Belton, Cass County, Missouri.





# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** September 14, 2021

**DIVISION:** Planning and Building Department

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

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

**ITEM FOR CONSIDERATION:**

Consideration of a rezoning from the existing R-1 Single-Family Residence District to a R-2 Two-Family Residential District.

**PROPOSED CITY COUNCIL ACTION:**

Concur with the Planning Commission recommendation of approval.

**BACKGROUND:**

The subject property is developed with an existing two-family duplex building. This structure is considered legal non-conforming in the existing R-1 zoning district. With this non-conforming designation, the property can be used and maintained as a duplex residence. However, Section 20-31 of the Unified Development Code (UDC) states that:

*If a nonconforming building or structure is damaged or destroyed by fire, explosion, flood, or other means that is not within control of the property owner or tenant to an extent of more than 60 percent of the assessed value of the building or structure, it may not be reestablished except in conformance with the provisions of this Code, and any associated use must also comply with this Code.*

The applicant recently attempted to refinance a mortgage for the property. The refinance application was denied as the lender would not commit financing considering this non-conforming provision on rebuilding the structure in the event of damage more than 60 percent.

The applicant chose to file the rezoning application as a method of make the existing duplex conforming to the better suited zoning district.

**REZONING CRITERIA/FINDINGS OF FACT:**

The Unified Development Code, Section 20-3, provides certain approval criteria that must be addressed with a rezoning application. These criteria are summarized below, with findings from the Planning Commission:

- (1) The character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property. The properties along Mill Street are primarily single-family homes. There is a two-family duplex immediately west of the site. A church is south of the property. There is R-2 zoning 170 feet to the north, and R-3 zoning east of the site.

(2) Consistency with the goals and objectives of the Comprehensive Plan. The Future Land Use Map of the Comprehensive Plan designates this area as single-family residential.

(3) Suitability of the subject property for the uses permitted under the existing zoning district. The duplex use of the property is not permitted in the existing single-family classification. While the non-conforming provisions of the UDC allow the duplex to continue to be used, it cannot be rebuilt if damaged more than 60 percent of assessed valuation.

(4) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district. There is no recent trend of development in this area. The immediate neighborhood includes single-family zoning areas, and there is R-2 zoning 170 feet north of the subject property. Also, there is an area of R-3 zoning 400 feet east of the site. This helps indicate that there are a variety of zoning classifications nearby and that the proposed R-2 zoning is not inappropriate for the area.

(5) The extent to which the zoning amendment may detrimentally affect nearby property. The proposed rezoning would only serve to make the existing duplex conforming. The rezoning would not provide for any new development of change in the neighborhood that would adversely affect nearby property.

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

The Planning Commission considered the request at their meeting of August 16, 2021, and recommended approval of the application for a rezoning from R-1 to a R-2 Two-Family Residential District.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Ordinance
2. Location Map

# Location Map

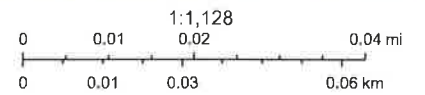


8/13/2021, 11:49:49 AM  
Aerial\_MARC\_2020\_6in.tif

Zoning:  R-2: Two-Family  R-3: Multiple Family  
 R-1: Single Family  Belton\_Parcels

Streets

Belton\_Parcels



Maxar, Microsoft, Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census

ArcGIS Web AppBuilder  
Maxar, Microsoft | Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

# **SECTION IX**

## **G**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI CREATING A NEW CHAPTER 6, ARTICLE XXII – MOBILE VENDING; AMENDING CHAPTER 6, ARTICLE VI – ICE CREAM VENDORS; AND AMENDING APPENDIX A – SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

**WHEREAS**, from time to time, the Code of Ordinances may be amended, supplemented, modified, or repealed by the City Council; and

**WHEREAS**, the City Attorney, Economic Development Director, and City Clerk reviewed Chapter 6 – Business Licenses and Regulations and determined the chapter required necessary updates to reflect appropriate regulations on mobile vending; and

**WHEREAS**, Chapter 6, Article VI – Ice Cream Vendors has been amended to reflect changes associated with adding mobile vending to Chapter 6; and

**WHEREAS**, Appendix A – Schedule of Fees and Charges has been amended to reflect changes associated with adding mobile vending to Chapter 6; and

**WHEREAS**, the City Council believes the amendments and updates to Chapter 6 and Appendix A are in the best interest of the citizens of the City of Belton.

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

**Section 1.** That Chapter 6, Article XXII – Mobile Vending is hereby added to the Belton Code of Ordinances as detailed in **Exhibit A**, herein attached, and incorporated to the Ordinance.

**Section 2.** That Chapter 6, Article VI – Ice Cream Vendors is hereby repealed in its entirety and replaced with the amended and revised language in **Exhibit B**, herein attached, and incorporated to the Ordinance.

**Section 3.** That Appendix A – Schedule of Fees and Charges is hereby amended as detailed in **Exhibit C**, herein attached, and incorporated to the Ordinance.

**Section 4.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

**Section 5.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.



## **ARTICLE XXII. MOBILE VENDING**

### **Sec. 6-1084. Definitions**

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City Sponsored Event* shall mean any community event taking place on city or park property that is hosted or sponsored, at least in part, by the city or park department.

*Food* shall mean any edible substance, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.

*Mobile Vending* shall mean the direct sale to a customer from a mobile unit, including but limited to, food or other retail goods. Such term shall not include an ice cream truck as defined in Chapter 6, Article VI.

*Mobile Vendor* shall mean any person, corporation, association, or other entity, however organized, that uses a mobile unit to offer goods for sale, including but limited to, food or other retail goods.

*Mobile Unit* shall mean any non-permanent structure that is a self-contained vehicle, trailer, cart, manually propelled pushcart, or other type of conveyance from which goods are offered for sale. Mobile units typically stand stationary in the same place for more than ten (10) minutes at a time.

*Restaurant* shall mean a fixed, permanent structure used on a continual basis as an eating establishment where food is offered for immediate delivery or consumption upon purchase. Such term shall not include a mobile unit.

*Retail Goods* shall mean the sale of goods, other than food, directly to the consumer or end-user for their own use.

### **Sec. 6-1085. License Required**

It shall be unlawful for any mobile vendor to conduct any business or nonprofit enterprise or operate a mobile unit within the city limits without first obtaining a city license and paying the license fee in the amount provided in the schedule of fees and charges.

License fees paid, and licenses obtained pursuant to this article shall be in addition to any other fees or permits required pursuant to this code or any other ordinances of this city.

An ice cream truck wishing to operate within the city as a mobile vendor (as defined in this Article) is required to obtain a mobile vending business license.

### **Sec. 6-1086. Exemptions**

The following shall be exempt from a city business license and fee herein provided:

- Vendors selling at the Belton Farmers Market
- Vendors selling as part of a city sponsored event
- Vendors who are specifically excluded from such tax by state law

All other requirements listed in this article shall remain in full force and effect.

### **Sec. 6-1087. Mobile Vendor Business License Requirements**

An applicant for a mobile vendor business license shall submit a completed license application to the license officer accompanied by the license fee in the amount provided in the schedule of fees and charges.

The first license shall be effective upon approval and expire June 30.

Mobile vendor business licenses are nontransferable. Each unit operating in the city is required to obtain its own business license.

City business licenses must be conspicuously displayed in the mobile unit while it is operating within the city limits.

Mobile units shall obtain all required Cass County health permits, as applicable; Heart of America Fire Prevention permits, as applicable; and any other city required inspections and/or permits.

### **Sec. 6-1088. Mobile Vendor Operating Regulations**

Mobile units may operate in the public right-of-way open to traffic or parking, but only from a parked location where a motor vehicle is authorized to park by law, signage, or permit. The location must not block fire hydrants, fire lanes, or fire department connections. The mobile unit must be wholly contained within designated on-street or off-street parking spaces. Parking in handicap accessible parking spaces or required parking spaces is prohibited.

Mobile vending may only occur to the side facing the sidewalk and away from the street when in the public right-of-way, except as part of a city sponsored event. Mobile units may not park on the sidewalk.

Mobile operations, including customer queues and the size of the mobile unit, shall not impede or hinder vehicular or pedestrian traffic or impede the sight triangle. If directed by a police officer or other authorized public personnel, operations may be suspended and a mobile vendor may be ordered to move to avoid congestion or impeding traffic.

Mobile vendors may only park their mobile unit on improved surfaces, except as part of a city sponsored event.



Mobile units may not be left unattended in a public right-of-way nor parked overnight in a public right-of-way, except as part of a city sponsored event.

No mobile vendor shall have any exclusive or perpetual right to any location in the city.

Mobile vendors may not operate on private property without the expressed written consent of the private property owner. Such written consent shall be exhibited upon request.

Mobile vendors may not operate on park property without the expressed written consent of the park director or his/her designee. Such written consent shall be exhibited upon request.

The use of outdoor lighting is prohibited, except for adequate lighting around the mobile unit to ensure customer safety and for the lighting of a menu attached to the side of the mobile unit.

Mobile vendors shall comply with all city ordinances regulating signage.

Mobile vendors shall comply with all city ordinances regulating noise.

Mobile vendors shall operate all aspects of the business (cooking, sales, storage, etc.) within the mobile unit.

A refuse container must be provided by the vendor for use by customers when food is sold. The container shall be sufficient size and placed close to the mobile unit and not impede vehicular or pedestrian traffic. Prior to leaving a location, the mobile vendor shall pick up and properly dispose of any trash or litter within twenty (20) feet of the location. Refuse containers and their contents shall be removed from the location by the vendor. Contents shall not be deposited in public trash containers on city property.

Mobile vendors shall supply, at the vendor's expense, all equipment necessary to conduct the business. Any power required for the mobile unit shall be self-contained and will not draw its power from the public right-of-way. No power cable or equipment shall be extended at grade or overhead across any public street, alley, or sidewalk.

Mobile units may operate in the city seven (7) days a week between the hours of 9:00 a.m. and 10:00 p.m., except as part of a city sponsored event.

Mobile vendors may not park directly in front of a business entryway.

Mobile vendors selling food may not park within fifty (50) feet of the main entrance of a restaurant during the hours in which food is sold within such restaurant. All measurements shall be made from the closest point on a mobile unit to the main entrance of the restaurant.

It shall be unlawful for mobile units to sell any alcoholic drinks or food without proper state and city permitting.

**Sec. 6-1089. Mobile Unit Standards**

All mobile units shall be maintained in good, operable condition and shall, at all times, be capable of being moved.

The exterior of all mobile units shall be maintained in good repair, shall be sound, shall be free from peeling paint, and shall be clean and sanitary so as not to pose a threat to the public health, safety, and welfare.

All mobile units shall have operable fire suppression equipment or devices as required by local, state, or federal law.

## **ARTICLE VI. ICE CREAM TRUCKS AND VENDORS**

### **Sec. 6-313. Definitions.**

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City Sponsored Event* shall mean any community event taking place on city or park property that is hosted or sponsored, at least in part, by the city or park department.

*Ice Cream Business* shall mean any business owned by a person, corporation, association, or other entity, however organized, that uses an ice cream truck for the express purpose of selling ice cream products.

*Ice Cream Products* shall mean ice cream, ice milk, frozen yogurt, frozen novelties, and other similar products.

*Ice Cream Truck* shall mean a non-permanent structure that is a self-contained vehicle, cart, manually propelled pushcart, or other type of conveyance used for the express purpose of selling ice cream products and moves from place to place, standing stationary in the same place for no more than ten (10) minutes at a time.

*Ice Cream Vendor* shall mean any employee or contractor of an ice cream business that uses an ice cream truck for the express purpose of selling ice cream products.

### **Sec. 6-314. License and Permit Required**

It shall be unlawful for any ice cream business to conduct any business or nonprofit enterprise or operate an ice cream truck within the city limits without first obtaining a city license and paying the license fee in the amount provided in the schedule of fees and charges.

It shall be unlawful for any ice cream vendor to operate an ice cream truck within the city limits without first obtaining a vendor permit and paying the permit fee in the amount provided in the schedule of fees and charges.

License and permit fees paid, and licenses and permits obtained pursuant to this article shall be in addition to any other fees or permits required pursuant to this code or any other ordinances of this city.

An ice cream truck wishing to operate within the city as a mobile vendor (as defined in this chapter) is required to obtain a mobile vending business license.

### **Sec. 6-315. Exemptions**

The following shall be exempt from a city business license, vendor permit, and fees herein provided:

- Vendors selling at the Belton Farmers Market
- Vendors selling as part of a city sponsored event
- Vendors who are specifically excluded from such tax by state law

All other requirements listed in this article shall remain in full force and effect.

### **Sec. 6-316. Ice Cream Business City Business License Requirements**

An applicant for an ice cream business city license shall submit a completed license application to the license officer accompanied by the license fee in the amount provided in the schedule of fees and charges.

The first license shall be effective upon approval and expire June 30.

Ice cream business city licenses are nontransferable.

Ice cream business city licenses must be conspicuously displayed in the ice cream truck while the truck is operating within the city limits.

Ice cream businesses shall obtain all required Cass County health permits; Heart of America Fire Prevention permits; and any other city required inspections and/or permits.

Ice cream businesses shall disclose on the application a description of each ice cream truck to be used within the city limits by their ice cream vendor(s). Once a business license has been issued, it shall be the obligation of the business to inform the city of any vehicle changes.

### **Sec. 6-317. Ice Cream Vendor City Permit Requirements**

An applicant for an ice cream vendor permit shall submit a completed permit application to the license officer accompanied by the permit fee in the amount provided in the schedule of fees and charges.

The first permit shall be effective upon approval and expire June 30.

Ice cream vendor permits are nontransferable. Each vendor who will be operating within the city limits is required to obtain his/her own permit. Each permit will display his/her color photograph, as provided by the vendor.

Ice cream vendor permits must be conspicuously displayed in the ice cream truck while the truck is operating within the city limits.

Ice cream vendors must be at least 18 years old and provide a copy of their valid driver's license.

Ice cream vendors shall submit with their application a Missouri Highway Patrol Background check dated within the past 90 days.

Ice cream vendors shall disclose on the application a description of the ice cream truck they will be using within the city limits. Once a permit has been issued, it shall be the obligation of the business and the vendor to inform the city of any vehicle changes.

### **Sec. 6-318. Enforcement**

An ice cream vendor city permit may be suspended, revoked, or denied if the vendor has been convicted of a felony, an offense involving sexual misconduct, or an offense involving sexual misconduct with children.

### **Sec. 6-319. Ice Cream Vendor Operating Regulations**

Ice cream truck operations, including customer queues, shall not impeded or hinder vehicular or pedestrian traffic. The truck must not block fire hydrants, fire lanes, or fire department connections. If directed by a police officer or other authorized public personnel, operations may be suspended and an ice cream vendor may be ordered to move to avoid congestion or impeding traffic.

Ice cream vending may not take place within 1,000 feet of any school while school is in session, or for one (1) hour before or after school is in session. All measurements shall be made from the closet point on an ice cream truck to the closest point of the school.

Ice cream trucks may not be left unattended at any time.

Ice cream trucks may only park on improved surfaces, except as part of a city sponsored event.

Ice cream trucks may not park on the sidewalk.

Ice cream trucks may not stand stationary on any public street for longer than ten (10) minutes.

Ice cream trucks shall not operate on streets where the speed limit exceeds thirty (30) miles per hour.

Ice cream trucks may not drive in reverse to make or attempt to make a sale.

No ice cream vendor shall have any exclusive or perpetual right to any location in the city.

Ice cream trucks may not operate on park property without the expressed written consent of the park director or his/her designee. Such written consent shall be exhibited upon request.

The use of outdoor lighting is prohibited, except for adequate lighting around the ice cream truck to ensure customer safety and for the lighting of a menu attached to the side of the ice cream truck.

Ice cream vendors shall comply with all city ordinances regulating signage.

Ice cream vendors shall comply with all city ordinances regulating noise.

Ice cream trucks may operate in the city seven (7) days a week between the hours of 9:00 a.m. and 9:00 p.m., except as part of a city sponsored event.

Ice cream trucks may not park directly in front of a business entryway.

It shall be unlawful for ice cream trucks to sell any alcoholic drinks or food without proper state and city permitting.

Ice cream vendors shall not allow any person to ride in the ice cream truck unless employed by the owner of the business.

### **Sec. 6-320. Ice Cream Truck Standards**

All ice cream trucks shall be maintained in good, operable condition and shall, at all times, be properly licensed with the issuing state.

The exterior of all ice cream trucks shall be maintained in good repair, shall be sound, shall be free from peeling paint, and shall be clean and sanitary so as not to pose a threat to the public health, safety, and welfare.

The ice cream truck shall have an operable fire extinguisher.

**Secs. 6-321—6-346. Reserved.**

**Appendix A SCHEDULE OF FEES AND CHARGES**

***PART I. CODE OF ORDINANCES***

Code Section	Description	Fee
<i>Chapter 6—Business Licenses and Regulations</i>		
<b>Ice Cream Trucks and Vendors</b>		
6-316	Business license—Annually	\$25.00
6-317	Vendor permit—Annually	\$15.00
<del>6-315</del>	<del>Ice cream peddler business permit—Annually</del>	<del>\$25.00</del>
<del>6-316</del>	<del>Ice cream peddler or employee permit—Annually</del>	<del>\$15.00</del>
<b>Mobile Vending</b>		
6-1085	Business license—Annually	\$70.00