



**CITY OF BELTON
CITY COUNCIL
BUDGET WORK SESSION, PUBLIC HEARING AND
REGULAR MEETING
TUESDAY, FEBRUARY 13, 2018 – 6:30 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL BUDGET WORK SESSION TO ORDER – 6:30 P.M.
 - A. Budget Overview
 1. Special Revenue Funds
 2. Capital Project Funds
- II. ADJOURN BUDGET WORK SESSION
- III. CALL PUBLIC HEARING TO ORDER – 7:00 P.M.
 - A. A public hearing to receive public input on the proposed Annual Budget for the fiscal year beginning April 1, 2018 and ending March 31, 2019.
- IV. ADJOURN PUBLIC HEARING
- V. CALL REGULAR MEETING TO ORDER
- VI. PLEDGE OF ALLEGIANCE – Councilman Peek
- VII. ROLL CALL
- 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 January 23, 2018 City Council Regular Meeting and the January 30, 2018 and February 6, 2018, City Council Special Meetings.**

- B. **Motion approving the purchase of an in-car video system from WatchGuard for \$5,170 for the police department.**

This purchase is within budget.

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- C. Motion approving Resolution R2018-11:
A resolution approving Michael Christopher, Acting City Engineer, as authorized representative/daily contact person for the City of Belton, Missouri Wastewater Treatment Facility (WWTF) site improvements project funded through Missouri Wastewater State Revolving Fund Loan Program under the terms of the Missouri clean water law.

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- D. Motion approving Resolution R2018-12:
A resolution reappointing Patte' Klaus-Schreihofner to the University of Missouri extension council.

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IX. PERSONAL APPEARANCES

X. ORDINANCES

- A. Motion approving final reading of Bill No. 2018-06:
An ordinance approving a TIPS hotline contract with the Kansas City Metropolitan Crime Commission.
- B. Motion approving final reading of Bill No. 2018-07:
An ordinance of the City of Belton, Missouri authorizing and approving change order No. 4 with Foley Company for the wastewater treatment facility improvements project construction contract for the reduced amount of \$181,332.19.
- C. Motion approving first reading of Bill No. 2018-08:
An ordinance approving a renewed and upgraded service agreement between the City of Belton, Missouri and Charter Communications Operating, LLC to support the internet services and interconnections at and between multiple city department locations.

This contract will replace the City's current contract for internet service for all City departments other than the Police Department and phone service for the Park department. The bandwidth/ speed of internet service is increasing and the cost to the City is decreasing due to Charter Communications' new pricing structure. The overall total City savings will equal \$14,292 annually (\$13,318.32 for internet services and \$973.68 for Park phone services).

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XI. RESOLUTIONS

A. Motion approving Resolution R2018-13:

A resolution approving Task Agreement #2018-1 with Trekk Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15.

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B. Motion approving Resolution R2018-14:

A resolution of the City of Belton, Missouri authorizing and approving the renewal of supplemental agreement No. 1 to service agreement for on-call water, wastewater, and stormwater services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

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C. Motion approving Resolution R2018-15:

A resolution formally accepting the Traditions Subdivision new public infrastructure of 7,165 feet of water line; 10,666 feet of sanitary sewer line; 4,804 feet of storm sewer line; 13,479 lane feet of street; ten stop signs; and two yield signs with two-year maintenance bonds in the amount of \$44,855.00.

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XII. CITY COUNCIL LIAISON REPORTS

XIII. MAYOR'S COMMUNICATIONS

XIV. CITY MANAGER'S REPORT

February & March 2018 meetings

2/27 regular session – 7:00 pm

3/6 work session – 7:00 pm

3/13 regular session – 7:00 pm

3/27 regular session – 7:00 pm

XV. MOTIONS

XVI. OTHER BUSINESS

XVII. ADJOURN

SECTION VIII

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
JANUARY 23, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the regular meeting to order at 7:30 P.M.

Mayor Davis announced the agenda is being amended and Resolution R2018-09 is being pulled from the agenda. Alexa Barton, City Manager said staff is working with the developer in streamlining the process and is not ready and this time and it is in the best interest of the city to pull it from the agenda.

Councilman Newell led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Councilwoman Lorrie Peek, Councilmen Chet Trutzel, and Dean VanWinkle; Absent: Councilman Tim Savage. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Chet Trutzel moved to approve the consent agenda consisting of a **motion approving the minutes of the January 9, 2018 City Council Regular Meeting and January 16, 2018 City Council Special Meeting; and a motion approving the December 2017 Municipal Police Judge's Report.** Councilman Lathrop seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

PERSONAL APPEARANCES:

Cynthia Randazzo, Cass Community Health Foundation (2316 E Meyer Blvd, KCMO) appeared before the Council to request approval for the 24th Annual 5K Walk/Run for Health, on May 5, 2018, sponsored by Belton Regional Medical Center and Cosentino's Price Chopper, and approval of the road closure for the proposed course. A copy of the map showing the proposed course and requested road closure and a copy of the insurance was provided in the agenda packet. She thanked the Council for their past support. The funds raised are for the dental clinic and for scholarships.

James Person, Police Chief, said he has been on the board for many years and they have done good things over the years. He said he would like to point out that the Raymore mayor is on the committee and has committed a team. It would be nice for the Belton council to be represented. Councilman Fletcher said he will get a group together.

Councilman Lathrop moved to **approve the Cass Community Health Foundation 5K Walk/Run for Health on Saturday, May 5, 2018 at 8:00 a.m.** Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. Motion approved.

Councilwoman Lorrie Peek read a Proclamation for National Children's Oral Health Month – February. It was presented to Cynthia Randazzo, President and CEO of Cass Community Health Foundation; James Person, Vice Chairman and Sara Jones, Treasurer.

ORDINANCES:

Patti Ledford, City Clerk, read Bill No. 2018-06: **An ordinance approving a TIPS hotline contract with the Kansas City Metropolitan Crime Commission.** Presented by Councilman Newell, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2018-07: **An ordinance of the City of Belton, Missouri authorizing and approving change order No. 4 with Foley Company for the wastewater treatment facility improvements project construction contract for the reduced amount of \$181,332.19.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. Don Tyler, Water Services Manager, said basically this is the final change order to the wastewater treatment plant improvements that started 4-5 years ago with council and voter support. The last 4-5 months we have been preparing to close out the documents. We appreciate the new upgrades at the plant. There is a reduction in overall costs of roughly \$181,332.19. We are asking for approval to close out the project. Mayor Davis commented it is really nice. We are partnering with other cities and talking with the City of Peculiar. He congratulated everyone on the project. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2018-08: **A resolution approving task agreement 2017-3 with TranSystems Corporation under the on-call engineering agreement per ordinance 2015-4089 to perform evaluation and engineering design for the Bel-Ray Connector Trail in a not-to-exceed amount of \$67,551.00.** Presented by Councilwoman Peek, seconded by Councilman Newell. Councilman Lathrop said it does not say it is for the park. Sheila Ernzen, Finance Director, said this is a park project and the park is part of the city. The governing body is able to enter into contracts and that is why it does not say the park but it is a park trail. Ms. Barton said it is detailed purview of the resolution. Mayor Davis said we passed legislation on that in 2015. Shane DeWald, Park Director, said when he came on board as the Park Director, the former Park Director, Todd Spalding, and the City of Raymore had talked about this. In 2016, we were granted an extension for 2 more years. Any additional extension beyond this we will miss the funding. It has been put off for a number of years and it is time to get it done. Mayor Davis said we get grant money and will get 80% reimbursed. Mr. DeWald said it is very vital to the Belton and Raymore community; it connects the two cities and is part of the master trail plan. Mayor Davis said it is a great thing for the city and asked how far it is if we connect to the Grandview Longview Trail. Mr. DeWald said he does not know exactly but to his knowledge it is probably not more than a mile. Mayor Davis said this is a big benefit and a big draw. Mr. DeWald then said this will be his last meeting. He has been with the City for 11 years and thanked everyone for their support over the years. Mayor Davis said he appreciates all he has done and we will miss him. Vote on the resolution was then recorded with all voting in favor. Councilman Savage absent. Resolution passed.

Ms. Ledford read Resolution R2018-10: **A resolution of the City of Belton, Missouri formally accepting the Cedar Tree Shopping Center's public infrastructure of 330 feet of 8" water**

line and 20 feet of 6" water line with an encroachment waiver agreement for the monument sign along East North Avenue at Powell Parkway. Presented by Councilman Lathrop, seconded by Councilman Trutzel. Councilwoman Peek had a couple of questions pertaining to the encroachment waiver agreement on page 110 of the agenda #2, she went on to read "the city shall maintain the sanitary sewer and/or any other utilities that is placed within the easement a necessary and shall not be responsible for damage, repair, or replacement of any portion of the monument sign arising out of the city's repair, construction, and or maintenance activity on the sanitary sewer and/or any other utilities within the easement. Provided, however, that should the city or any employee, agent, or contractor of the city damage the sign in connection with any such activities, the city shall promptly cause repair of any such damage and repair the monument sign at least as good as existed prior to such damage with repair cost equally split between the city and the developer. Provided further however, if such damage should occur, at the developer's election the developer may relocate, reconstruct or install a new sign immediately north of the existing sign out of the easement, as provided above, and the city shall reimburse developer of an amount of half the cost of repairing any such damage caused by city, employee, agent or contractor". She said the first sentence says the city shall not be responsible. Megan McGuire, City Attorney, said the city is not responsible to pay for the whole thing if we damage it, but if we do damage it we will split the cost if the developer elects to keep the sign where it is at. Ms. McGuire went on to say this was a situation that was tough to manage through and happened over a 6-8 month period where we had two plans that were simultaneously crossing in their review. There has been a sign for a long time at the Cedar Tree Shopping Center and the developer that went through the development decided to increase the base of the sign to a beautiful brick base, however, no one caught it on the developer side or city side, because of a change over in the planning department and the extension of the Freddy's sewer, so the actual base of the sign is over top of our easement and is barely over the top of the sewer line. So, everybody recognized that we could have the developer get rid of sign right now at an expensive cost, but instead we actually went through and detailed what the risks were. The sanitary sewer line is protected in an encased area. So the likelihood that we are going to have to repair that area is very small, so we didn't feel it was appropriate to ask the developer to move sign at this time, but in the future if we would have to do repairs, it was a shared mistake so it would be a shared cost and that is what we are proposing to the City Council.

Councilwoman Peek asked if there has to be repair or maintenance to the sign, are both parties going to be in agreement, and will the city be protected. Ms. McGuire said yes. We have pictures of the sign and easements so if any damage would occur at the time of our workers working in the area, we would obviously go through the process. We have procedures when we are working within our easement. Water services staff is very familiar with those procedures. This is not a perfect solution, but we have worked for six months with the developer. Ms. McGuire said she would have loved to have had a full indemnification, but after the research that we did, we felt it was a shared risk, and a shared cost was probably more appropriate.

Mayor Davis asked the city manager how in the future we are going to guarantee this sort of thing does not happen again; do we have a checklist. Ms. Barton said we have staff in house now that has more experience at planning and looking at reviews, Dave Clements, Building and Planning Director.

Councilman Lathrop asked if it has to be moved in the future, is the city is liable for half. Ms. McGuire said no, the city would only be liable for half of the cost of damage at the election of the developer, if the developer choses after the damage to move the sign out of the easement for may risk of future damage, we will contribute to that at the level of our cost of damage, the city is not

going to pay for half of a whole new sign.

Councilman Finn asked how much we are looking at that we could possibly be liable for. Ms. McGuire said she didn't know but the base of the sign can cost in the neighborhood of \$20,000-\$30,000, so it could be several thousand dollars the city could be liable for.

Councilman Trutzel asked if 58 Highway is widened will that be an issue. Ms. McGuire said she can't really address that as it is not her area of expertise, but she knows that this sign and the easement that we have does allow us quite a bit of area between the right of way and the road where the utility easement is.

Being no further discussion, vote on the resolution was recorded with all present voting in favor. Councilman Savage absent. Resolution approved.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek said the Tree Board met last week. It was the first meeting of the year. New officers were elected: Jana Dillon, President and Don Schuster, Vice President. They went over their strategic plan and upcoming events throughout the city that they will be involved in i.e. Fall festival, Community Days/Summerfest. She was not able to attend the Park Board meeting last week because we had a Council meeting, so Shane DeWald, Park Director, gave his final report. He said the community wellness initiative we put forth has had an overwhelming response with police and fire and other city employees taking advantage of the program, and we are up to about 30 city employees that have signed up as new members and taken advantage of the program. Mayor Davis said it is nice to see the presence of our first responders at the community center. Mr. DeWald said they have been interviewing for the recreation manager position and are wrapping up the FY2019 budget. His position for Park Director was posted last Friday.

Mayor Davis asked Mr. DeWald some questions about how the Park got involved in Community Days. Mr. DeWald said Ms. Barton had met with Connie Hubbard, BCPI, about the Park becoming more involved. When the Park held its first Summerfest last year and when BCPI said they were not going to have Community Days, we started venturing in to having some pieces of Community Days intertwine with Summerfest. It is our intent to have the events moved from Markey Park to Memorial Park and add an extra day to include the parade and fireworks. Mayor Davis asked what other events the Park has acquired from BCPI. Mr. DeWald said the Veteran's Day Parade.

MAYOR'S COMMUNICATIONS:

The Belton Emergency Management Association (BEMA) banquet was held January 20 at Memorial Station. He, along with Councilmen Trutzel, Lathrop, Newell and Councilwoman Peek and the City Manager, City Clerk, Police Chief and Fire Chief were in attendance. Fred Olinger received his 40 year award. It was a great fellowship time.

CITY MANAGER'S REPORT:

Ms. Barton said the next few meetings will be starting a half an hour early to allow time for budget work sessions. They are as follows:

February 2018 meetings

2/6 budget work session & work session – 6:30 pm

2/13 budget work session & regular session – 6:30 pm

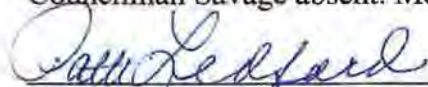
2/27 regular session – 7:00 pm

OTHER BUSINESS:

Police Chief James Person said the DARE graduation is this Thursday at 7:00 at the High School. He also said Saturday is the Polar Bear Plunge at Longview Lake for Special Olympics. The Police Department will be involved in that. Captain Don Spears has been active with Special Olympics for close to 25 years and our school district and several others have a competition for fundraising.

At 8:07 P.M. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed. Councilwoman Peek seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Fletcher, Trutzel, Lathrop, Newell, VanWinkle, Councilwoman Peek, and Councilman Finn; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 9:06 P.M. Being no further business, Councilman Lathrop moved to adjourn, seconded by Councilwoman Peek. All voted in favor. Councilman Savage absent. Meeting adjourned.



Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
JANUARY 30, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 7:00 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Chet Trutzel, and Dean Van Winkle; Councilmembers present via phone conference Lorrie Peek and Tim Savage. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

Councilman Trutzel moved to enter into Executive Session to discuss matters pertaining to hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and matters pertaining to Legal Action, according to Missouri Statute 610.021.1, and that the record be closed. Councilman Finn seconded. The following vote was recorded: Ayes: 9, Mayor Davis, Councilmen Trutzel, Councilman Savage via telephone conference, Councilmen Lathrop, Newell, Fletcher, VanWinkle, Finn, and Councilwoman Peek via phone conference; Noes: None; Absent: None.

The Council returned from Executive Session at 10:05 P.M. Being no further business, Councilman Trutzel moved to adjourn, seconded by Councilman Fletcher. All present voted in favor including Councilmen Savage and Councilwoman Peek via telephone conference. Councilman Lathrop left Executive Session early so was not present for adjournment. Meeting adjourned.



Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
FEBRUARY 6, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 8:22 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Chet Trutzel, and DeanVanWinkle; absent: Councilman Tim Savage. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

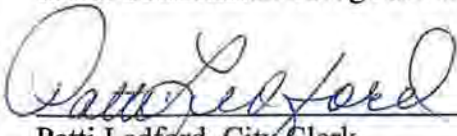
OTHER BUSINESS:

Mayor Davis said he and the city manager will not be able to attend the MML Legislative Conference, February 13. He asked if any other council members were planning to attend. There was no response.

Dave Clements, Planning and Building Director, provided a brief update on Vicie Road. The box culvert is completely enclosed and the street will be done soon. He will inform the Council in the near future of the expected completion date.

At 8:25 P.M., Councilman Trutzel moved to enter into Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed. Councilman Finn seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Trutzel, Lathrop, Newell, Fletcher, VanWinkle, Finn, and Councilwoman Peek; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 9:30 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Finn seconded. All present voted in favor. Councilman Savage absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

UNITED STATES
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

SECTION VIII

B



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: February 13, 2018
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: To pay WatchGuard \$5,170.00 to complete the In-Car Video System in the patrol cars.

PROPOSED CITY COUNCIL MOTION: Approve

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

WatchGuard is our source for the In-car video system for our new patrol cars. The amount requested is within the budget allocated for the vehicles.

IMPACT / ANALYSIS:

This purchase will complete the in-car video systems for the new patrol cars.

FINANCIAL IMPACT

Contractor:	CDW-G
Amount of Request/Contract:	\$5,170.00
Amount Budgeted:	\$ 132,000.00
Funding Source:	010-4400-4957500
Additional Funds	\$
Funding Source	
Encumbered:	\$109,240.00
Funds Remaining:	\$ 22,760.00

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Memo from Sergeant Norman Shriver
 CDW-G Quote Confirmation



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 01/29/18
Re: In car video system for patrol unit

Attached is a quote from WatchGuard in the amount of \$5170.00, for a complete In Car Video System for the patrol car. This amount is within the total budgeted amount for this account. WatchGuard is the vendor we currently use for all our in car and body cameras along with the software to view those videos.

I would ask this be placed on the next regularly scheduled council meeting for their approval.

Respectfully Submitted.

A handwritten signature in black ink, appearing to read "Norman Shriver".

Lt. Norman Shriver



4RE/VISTA Price Quote

CUSTOMER: Belton Police Department

ISSUED: 1/29/2018 4:39 PM

Attn: Accounts Payable,
506 Main St.,
Belton, MO, United States,
64012

EXPIRATION: 3/1/2018 6:00 AM

TOTAL PROJECT ESTIMATED AT:
\$5,170.00

ATTENTION: Lt. Norman Shriver

SALES CONTACT: Davin Perkins

PHONE: 816-331-1500

DIRECT: (469) 342-8948

E-MAIL:

E-MAIL: DPerkins@WatchGuardVideo.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	1.00	\$150.00	\$0.00	\$150.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RVZ	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	1.00	\$4,795.00	\$0.00	\$4,795.00
CAM-4RE-ZSL-UWD	Front Camera, 4RE, HD Zero Slightline (ZSL)	1.00	\$0.00	\$0.00	\$0.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	1.00	\$200.00	\$0.00	\$200.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1.00	\$0.00	\$0.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$25.00	\$0.00	\$25.00
					\$5,170.00

Total Estimated Tax, may vary from State to State \$0.00



4RE/VISTA Price Quote

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$5,170.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

SECTION VIII
C

R2018-11

A RESOLUTION APPROVING MICHAEL CHRISTOPHER, ACTING CITY ENGINEER, AS AUTHORIZED REPRESENTATIVE/DAILY CONTACT PERSON FOR THE CITY OF BELTON, MISSOURI WASTEWATER TREATMENT FACILITY (WWTF) SITE IMPROVEMENTS PROJECT FUNDED THROUGH MISSOURI WASTEWATER STATE REVOLVING FUND LOAN PROGRAM UNDER THE TERMS OF THE MISSOURI CLEAN WATER LAW.

WHEREAS, on October 23, 2012, Resolution 2012-81 was passed to approve and indicate support for application to the Missouri Wastewater State Revolving Fund Loan Program for Planned Wastewater Treatment Plant Improvements; and

WHEREAS, under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects; and

WHEREAS, on October 23, 2014 the State of Missouri Department of Natural Resources (MoDNR) State Direct Loan Due Diligence Request Form was submitted to MoDNR naming Jeff Fisher as Authorized Representative/Daily Contact Person for the WWTF Site Improvements Project; and

WHEREAS, on December 1, 2014, MoDNR approved the plans and specifications submitted for the City of Belton, Missouri WWTF Site Improvements Project; and

WHEREAS, Jeff Fisher resigned as City of Belton Director of Public Works effective September 21, 2016; therefore, a new Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project needs to be named; and

WHEREAS, Zachary Matteo, Interim Public Works Director and City Engineer, was approved by the City of Belton via Resolution 2016-38 as the new Authorized Representative/Daily Contact for the WWTF Site Improvements Project; and

WHEREAS, Zachary Matteo, City Engineer, resigned effective January 2, 2017; therefore, a new Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project needed to be named; and

WHEREAS, Michael Doi, Director of Public Works, was approved by the City of Belton via Resolution 2016-44 as the new Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project until his resignation on January 19, 2018; and

WHEREAS, the City Council believes Michael Christopher, Acting City Engineer, would be the best choice to be named the Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project.

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

SECTION 1. That this resolution approving Michael Christopher, Acting City Engineer, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project funded through Missouri Wastewater State Revolving Fund Loan Program under the terms of the Missouri Clean Water Law is hereby approved.

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

Duly read and passed this 13th day off February, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of February, 2018, and adopted at a regular meeting of the City Council held on the 13th day of February, 2018, by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

DATE: February 13, 2018

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:

Approve Michael Christopher as State of Missouri Department of Natural Resources State Revolving Fund Program Authorized Representative/Daily Contact Person for the Wastewater Treatment Facility Improvements Project in place of Michael Doi, former Director of Public Works.

BACKGROUND:

On October 23, 2014 the State of Missouri Department of Natural Resources (MoDNR) State Direct Loan Due Diligence Request Form was submitted to MoDNR naming Jeff Fisher as Authorized Representative/Daily Contact Person for the Wastewater Treatment Facility (WWTF) Site Improvements Project. This form was approved on December 1, 2014. Jeff Fisher resigned as City of Belton Director of Public Works effective September 21, 2016, and Zachary Matteo, Interim Public Works Director and City Engineer, was approved via Resolution 2016-38 on October 11, 2016 as the new Authorized Representative/Daily Contact Person for the WWTF and IPS Site Improvements Project. Zachary Matteo submitted his resignation as City of Belton City Engineer effective January 2, 2017 and Michael Doi, Director of Public Works was approved via Resolution 2016-44 on December 20, 2016 until his resignation on January 19, 2018.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION:

A resolution approving Michael Christopher, Acting City Engineer, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri Wastewater Treatment Facility Site Improvements Project funded through Missouri Wastewater State Revolving Fund Loan Program under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Exhibit A - Missouri DNR Resolution Form

(Suggested Form for Grant/Loan Applicant use)

**RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____**

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by City of Belton, Missouri
(governing body of applicant)

1. That Michael Christopher *(designated official)* be and he/she is hereby authorized to execute and file an application on behalf of City of Belton, Missouri *(legal name of applicant)* with the State of Missouri for a loan and/or grant to aid in the construction of:

Belton Wastewater Treatment Facility Improvements
(brief project description)

Project (WWTF) - MO - 0117412 - C295712-01

2. That Michael Christopher, Acting City Engineer
(name of authorized official) *(title)*

he/she is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the
(title of officer)

City of Belton, Missouri, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the
(name of the governing body of applicant) held on the _____ day of _____,

_____ ; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,

(signature of recording officer)
City Clerk
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

SECTION VIII

D

R2018-12

A RESOLUTION REAPPOINTING PATTE' KLAUS-SCHREIHOFFER TO THE UNIVERSITY OF MISSOURI EXTENSION COUNCIL.

WHEREAS, the Mayor is authorized to appoint a member to the University of Missouri Extension Council subject to the approval of the City Council for a two year term; and

WHEREAS, Patte' Klaus-Schreihofers term expires on February 28, 2018; and

WHEREAS, Patte' Klaus-Schreihofers is hereby reappointed to serve on the University of Missouri Extension Council until February 28, 2020 or his/her successor is duly appointed and approved by the City Council.

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

SECTION 1. Patte' Klaus-Schreihofers is named the representative for the University of Missouri Extension Council from the City of Belton.

Duly read and passed this 13th day off February, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of February, 2018, and adopted at a regular meeting of the City Council held on the 13th day of February, 2018, by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION X

C

AN ORDINANCE APPROVING A RENEWED AND UPGRADED SERVICE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND CHARTER COMMUNICATIONS OPERATING, LLC TO SUPPORT THE INTERNET SERVICES AND INTERCONNECTIONS AT AND BETWEEN MULTIPLE CITY DEPARTMENT LOCATIONS.

WHEREAS, “Spectrum,” an operating subsidiary of Charter Communications Operating, LLC (formerly Time Warner Cable Business Class), is the City’s current internet service provider; and

WHEREAS, the new Service Agreement, herein attached as Exhibit “A” to this ordinance, provides the City of Belton internet speed upgrades along with new bundled pricing structures, herein attached as Exhibit “B” to this ordinance, that provide better, faster and more integrated services to City departments; and

WHEREAS, the IT Department has worked over the last several months to assess the needs of internet services for City Hall, Annex, Belton Parks, Memorial Station/Pool, Water/Street and Fire Stations 1&2 as to improved speed and pricing; and

WHEREAS, this Service Agreement falls under the sole source standards under the Purchasing Code as it is a specialized technical service with a unique combination of service requirements; and

WHEREAS, the City Council believes this Service Agreement is in the best interest of the City to assist the departments with more efficient and productive internet services.

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

Section 1. That the City Council hereby approves the Service Agreement, herein attached as Exhibit “A,” and the cost of services, herein attached as Exhibit “B” to this ordinance.

Section 2. That the City Manager is authorized and directed to execute the Service Agreement on behalf of the City.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR FIRST TIME: February 13, 2018

READ FOR SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2018, and thereafter adopted as Ordinance No. 2018-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
Of the City of Belton, Missouri



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), and this Agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum"). This Service Agreement is executed and effective upon the latest date of signature set forth in the signature block below.

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Telephone: Facsimile:

Customer Information				
Customer Name (Exact Legal Name): City of Belton				
Street Address: 506 Main St.	Suite:	City: Belton	State: MO	Zip Code: 64012
Customer's Main Tel. No.: 816-331-4331		Fax. No.: 816-322-4620		
Customer Contact Name: Accounts Payable	Tel.No.: 816-331-4331		E-mail:	
Billing Address: 506 Main St.	Suite:	City: Belton	State: MO	Zip Code: 64012
Billing Contact Name: Accounts Payable	Tel.No.: 816-331-4331		E-mail:	

Unless earlier terminated in accordance with the Terms of Service, the Service Agreement shall remain in effect until the expiration or termination of all Service Order(s) entered into under this Service Agreement.

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES THE TERMS OF SERVICE ATTACHED HERETO. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer	Charter Communications Operating, LLC By: Charter Communications, Inc. its Manager
By:	By:
Name (printed): Alexa Barton	Name (printed):
Title: City Manager	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Commercial Terms of Service, including all Attachments, Service Orders and other documents identified hereunder, each of which are incorporated herein by reference (collectively, the "Service Agreement" or "Master Agreement") by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") (collectively, the "Parties" or each individually a "Party") for the services specified (the "Services") in each respective service order (each a "Service Order"). The Attachments to these Commercial Terms of Service ("Attachments") further describe Spectrum's Services.

Customer should consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of and remains in compliance with the Service Agreement, including all incorporated documents governing the services provided to the Customer ("Service" or "Services") by Spectrum. Customer's continued use of the Services shall be deemed acknowledgment that Customer has read and agreed to the provisions set forth in this Service Agreement.

Customer understands and agrees that certain Services may not be available in all Spectrum service areas and that upon entering into a Service Order with Customer, Spectrum, at its discretion, may utilize one or more third parties to deliver the Services (the latter, "Third Party Services"). The Third Party Services may be subject to additional terms and conditions.

GENERAL

- 1. SERVICE AGREEMENT TERM.** This Service Agreement shall be effective upon the latest date of the signatures required hereto. This Service Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Service Agreement.
- 2. SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum which may include orders placed via telephone, online or paper. Upon Spectrum's acceptance of a service order(s), as indicated either by Spectrum's written acceptance or by Spectrum's delivery of the Services, such service order(s) shall be deemed an "Order" (or Service Order) hereunder and shall be deemed incorporated into this Service Agreement.
- 3. ORDER TERM.** "Order Term" (or "Service Period") is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).

Unless otherwise set forth in an accepted Service Order, the initial (or minimum) term for Service is one (1) month from the Turn-up Date and the minimum charge is the established MRC (defined below) for one (1) month.

Upon expiration of the initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms, unless either Spectrum or Customer elects to not renew the Order Term by written notice provided to the other at least 30 days in advance of the expiration of the then-current Order Term.

- 4. SERVICE LOCATION.** Spectrum shall provide the Services to Customer at the Service address ("Service Location").
- 5. AVAILABILITY OF FACILITIES.** Services and associated products, facilities, equipment, features and functions will be available in accordance with the Service Agreement, where technically and operationally feasible. Spectrum's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that Service.

Spectrum may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of other providers, (iii) any cause beyond Spectrum's control, (iv) any order, law, rule, regulation or ordinance that in any way restricts the provision or operation of the Services or (v) in the event of any prohibited use, as described herein or in any Attachment.

6. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access.** Spectrum will require reasonable access to each Service Location as necessary for Spectrum to review, install, inspect, maintain or repair any Spectrum-provided equipment ("Equipment") necessary to provide the Services.
- (b)** If Customer owns or controls the Service Location(s), Customer grants Spectrum permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum's obligations with respect to such Service Location shall terminate and be considered null and void. Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer or End User equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.
- (c) Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

If Spectrum determines that safe installation and/or activation of one or more of the Services will have negative consequences to Spectrum's personnel or communications network ("Network") or otherwise cause technical difficulties to Spectrum or its customers, Spectrum may terminate the respective Service(s) effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

- (d) Subsequent Interference. If during the initial or any renewal Order Term, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Spectrum or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Spectrum's personnel, Equipment, or Network and/or cause technical difficulties to Spectrum or its customers, Spectrum may terminate the affected Service Order(s) without liability upon written notice to Customer.
- (e) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Spectrum.

Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer.

- (f) Installation. Spectrum will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any one time charges ("OTC"). If Customer does not agree to pay such OTC by executing a revised Service Order within five business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. OTC may include construction costs, additional Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Customer shall connect Customer's computer or network to applicable Equipment to enable access to the Services.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship.

At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional OTC based on Spectrum's actually incurred labor, material or other costs for such non-routine installation or maintenance.

If the installation and maintenance of Service are requested at locations which are or may become, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or the public or property, Spectrum may refuse to install and maintain such Service, and, if such Service is furnished, may require the Customer to install and maintain such Services. In the event of such hazardous or dangerous conditions, Customer shall defend, indemnify, and hold Spectrum harmless from any claims, loss, damage, or other liability arising from the installation or maintenance of such Service.

Spectrum shall use reasonable efforts to make Services available by the estimated service date set forth in the Service Order. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

Examples of delays of installation include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by Spectrum's vendor(s), and any delays due to any other provider(s) where Spectrum is relying upon such provider(s) to meet such estimated due date which is beyond Spectrum's control.

In the event that Spectrum is unable to install the Service in accordance with the agreed upon schedule as a result of

- i. Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum;
- ii. Customer's (or any End User's) failure to provide access to a Service Location; or
- iii. Spectrum not being able to obtain access to equipment or software at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a OTC at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional OTC for each subsequent trip necessary to perform the Service installation.

- (g) Ongoing Visits. Spectrum will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Spectrum will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering the Service Location. At Spectrum's request, Customer, or a representative designated by Customer, will accompany Spectrum's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

7. EQUIPMENT AND MATERIALS.

- (a) **Responsibilities and Safeguards.** Except as otherwise provided in this Service Agreement or any Service Order(s), neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or materials owned by the other Party; provided, however, that subject to the indemnification limitations set forth in this Service Agreement, each Party shall be responsible to the other for any physical damage or harm such Party causes to the other Party's personal or real property through the negligence or willful misconduct of such damage causing Party.

Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by Spectrum, acting in their official capacity, to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Spectrum.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, Termination of this Service Agreement and/or legal action, and Spectrum shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Service Agreement, in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed at the Service Location which interferes with the Services, Spectrum shall not be obligated to distribute a signal to the Service Location better than the highest quality which can be furnished without additional cost to Spectrum as a result of such interference, until such time as the interference is eliminated.

Customer shall be solely responsible for securing and maintaining any and all Customer equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs") and Trunk Equipment (as defined in Attachment B), where applicable.

- (b) **Customer Security Responsibilities.** Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service and/or Equipment. Spectrum may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Customer shall ensure that all Equipment at Customer's and End Users' Service Locations (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any person or entity other than Spectrum, (iii) is not subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the Equipment is used and not supplied by Spectrum, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by Spectrum for use with such Equipment.
- (d) **Ownership.** Notwithstanding any other provision contained in this Service Agreement to the contrary, all Equipment and materials installed or provided by Spectrum are and shall always remain the property of Spectrum, shall not become a fixture to the Service Location, and must be returned to Spectrum at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Service Agreement.

Customer is solely responsible for securing any Customer-owned or provided CPE (i.e., any customer premises equipment including without limitation PBXs), and shall be solely responsible for any charges associated with such CPE or Third Party Services (including those associated with PBXs, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management or (ii) involves fraudulent activity).

- (e) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Service Agreement and/or Service Order(s) ("Termination"), at the discretion of Spectrum, Customer shall return or allow Spectrum to retrieve the Equipment. Failure of Customer to return or allow Spectrum to retrieve the Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.

8. **STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges/fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement.

- (a) **Charges.** Monthly recurring charges ("MRCs") specific to the Service(s) provided by Spectrum and Third Party Services and charges for non-use-based Services, are due prior to the month the Service is delivered. Customer may be charged an OTC for construction, Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Usage-based charges will be invoiced typically within one-month of delivery of the respective use-based Service (e.g., pay-per-view charges). Certain MRCs are subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Spectrum. Spectrum shall provide at least 30 days prior notice to Customer of any increase in the MRCs.

Spectrum will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit.

- (b) Taxes, Surcharges, and Fees. MRCs and OTCs do not include taxes, fees or surcharges that Customer must pay, including but not limited to applicable sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Service Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption document within 15 days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least 30 days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse Spectrum for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund ("USF") charges, etc.).

Furthermore, Spectrum shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer.

To the extent that a dispute arises under this Service Agreement as to which Party to this Service Agreement is liable for fees or taxes based on such Party's net income, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income.

Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Spectrum and/or its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes and surcharges.

- (c) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to a Service Location for inspection, correction or repair, Spectrum may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

If Spectrum responds to a service call initiated by Customer, and Spectrum reasonably determines that the cause of such service call is not due to a problem arising from Spectrum's Network, but rather is due to Customer-provided or Customer-owned equipment or facilities, or a third party not under Charter's control or direction, Customer must compensate Spectrum for the service call at Spectrum's then-prevailing commercial rates.

9. Invoicing Disputes. Customer must provide written notice to Spectrum of any disputed charges within 90 days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Customer shall not be entitled to dispute service charges nor request credits more than 90 days from the payment date on invoice for such Service.
- (a) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of 1.5% per month or the maximum amount permitted by law.
- (b) Non-payment. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services.
- (c) Collection Fees. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

10. Customer shall also be responsible for all costs of collection of overdue amounts incurred by Spectrum (including reasonable attorneys' fees).
11. If Spectrum fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such charges when invoiced in accordance with these payment terms.
- (a) Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices on presentation. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (b) **Bundled Pricing.** If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:
- (i) In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- (j) Upon discontinuation or termination by Customer of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
12. **ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Spectrum if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Spectrum shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Spectrum shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.
13. **NO THIRD PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third party hardware and/or software, including without limitation any necessary for the use of third party services. Spectrum does not support third party hardware or software used in conjunction with third party services or supplied by Customer. Any questions concerning third party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, or any Customer-supplied hardware or software with the Services. If such third party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Spectrum has no responsibility to resolve the difficulties caused by such third party equipment or software. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third party equipment or software, such efforts shall be performed at Spectrum's discretion and at then-current commercial rates and terms.
14. **CUSTOMER USE**
- (a) **NO RESELLING:** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior written consent of Spectrum.
- (b) **NO ILLEGAL PURPOSE/UNAUTHORIZED ACCESS** Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Spectrum, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- (c) **NO INTERFERENCE.** Customer shall not interfere with other customers' use of Equipment or Services or disrupt the Spectrum Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Service Agreement and/or all Service Orders in addition to any other rights or remedies Spectrum may have.
- (d) **APPLICABLE LAWS.** With respect to Customer's use of the Service (including the transmission or use of any content via the Service), Customer shall comply with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (e) **ACCEPTABLE USE.** Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.

- 15. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Spectrum (a) that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Orders and (b) that its End Users and any person who accesses any Services through Customer's equipment at the Service Location, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer is responsible for ensuring its End Users comply with the terms of this Service Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service.

As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (b) all content that is viewed, stored or transmitted via the Service, as applicable, and (c) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum from time to time.

- 16. PERFORMANCE.** Spectrum will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement, and Customer will not hold Spectrum at fault for loss of Customer revenue or lost employee productivity due to Service outages.

- 17. MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify and enhance the Spectrum network (including Equipment and related firmware) and the Service and take any action that Spectrum deems appropriate to protect and/or improve the Service and its facilities.

Spectrum shall have the right, but not the obligation, to monitor and record oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance.

- 18. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.** No express or implied waiver by Spectrum of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including termination of this Service Agreement or any Service Order(s), shall relieve Customer of its obligation to pay Spectrum all amounts due.

- (a) Default by Customer. Customer shall be in default under this Service Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Service Agreement.

- (b) Termination for Convenience. Notwithstanding any other term or provision in this Service Agreement, Customer shall have the right to terminate a Service Order, or this Service Agreement in whole or part, at any time upon thirty (30) days prior written notice to Spectrum, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Spectrum Equipment. In the event Customer cancels a Service Order prior to Spectrum actually delivering Services, and in the event that Spectrum incurs construction or installation costs or charges prior to such cancellation, then Customer shall reimburse Spectrum for such charges actually incurred.

- (c) Spectrum's Right to Suspend, Terminate and apply a Termination Charge. If Customer is in Default, Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to:

- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement (e.g., the MRCs) as if such suspension of Services had not taken place;
- ii. Terminate the Services, this Service Agreement or the applicable Service Order(s).
- iii. If Termination is due to Customer' Default or is elected/done by Customer for convenience, Customer must pay Spectrum a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 100% of the unpaid balance of the MRCs that would have been due throughout the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.
- iv. The provisions of sections 8-11, 14, 20-21, 23-26 and the Attachments shall survive the termination or expiration of the Service Agreement.

- (d) Default by Spectrum. Spectrum shall be in default under this Service Agreement if Spectrum fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Order(s), and Spectrum fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance ("Spectrum Default").

- (e) Customer's Right to Terminate and Termination Charge.

- i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described in Section 18(b) above.
- ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of Spectrum Default is limited to Services provided under the applicable Service Order(s), or to terminate this Service Agreement, if the underlying event of such Spectrum Default is not so limited.
- iii. If Termination is due to a Spectrum Default, Spectrum shall reimburse Customer for any pre-paid, unused MRCs attributable to such terminated Service Order(s). In addition, if Termination is due to Spectrum Default within one year of the applicable Turn-Up Date, Spectrum shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Spectrum relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination times b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

19. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK.

- (a) SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, EQUIPMENT AND ANY RELATED MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME.

EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S CPE (WHETHER COMPUTER SYSTEM OR OTHER EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- (b) Limited Warranty. At all times during the Service Period, Spectrum warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OR INDEMNIFICATION OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO

CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

Any warranty claim by Customer must be made within 90 days after the applicable Services have been performed. Spectrum's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (c) **Content.** Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Spectrum does not exercise and disclaims any control. Spectrum neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Spectrum specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Spectrum assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (d) **Damage, Loss or Destruction of Software Files and/or Data.** Customer uses the Services and Equipment supplied by Spectrum at its sole risk. Spectrum does not manufacture the Equipment, and the Services and Equipment are provided on an "as is, with all faults basis" without warranties of any kind. Spectrum assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Spectrum does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (e) **Unauthorized Access.** If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Spectrum without liability for Spectrum. Spectrum is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall defend, hold harmless, and indemnify the Spectrum Indemnified Parties (defined hereafter) from and against any claims, losses, or damages arising from such use. Spectrum is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (f) **Force Majeure Event.** Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive conditions shall not be considered a Force Majeure Event.

20. INDEMNIFICATION. In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Spectrum and its parents, directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Spectrum Indemnified Parties, including reasonable attorney fees and court costs incurred by Spectrum Indemnified Parties under this Service Agreement, to the full extent that such arise from:

- (a) Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Orders,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance,
- (c) Customer's negligence or willful misconduct, and/or
- (d) any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule as set forth in any Attachment(s).

Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Spectrum Indemnified Parties in such case.

21. TITLE. Title to the Equipment shall remain with Spectrum during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Spectrum shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Spectrum shall have the right to remove the Equipment and all components within 60 days after such termination.

22. COMPLIANCE WITH LAWS. Customer shall not use or permit its End Users or other third parties to use the Services in any manner that violates applicable law or causes Spectrum to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

23. ARBITRATION. EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ARBITRABILITY OF THE CONTROVERSY OR CLAIM, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS SERVICE AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS SERVICE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

24. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers. Customer shall acquire no interest in the Spectrum Materials by virtue of the payments provided for herein other than the limited non-exclusive and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum. Customer shall not open, alter, misuse, tamper with or remove the Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. To the extent not prohibited by applicable law, Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the content of this Service Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the contents of this service Agreement and any service Order(s). Notwithstanding anything to the contrary, Spectrum agrees to comply with all confidentiality laws, including the Missouri Sunshine law or Open Records laws as applicable.

(c) Software. If software is provided to Customer hereunder ("Software"), Spectrum grants Customer a limited, non-exclusive and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Service for Customer's internal business purposes during the Term. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software related to the Services.

25. PRIVACY. Spectrum treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at www.business.spectrum.com. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

26. NOTICES. Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:
Charter Communications
ATTN: Commercial Contracts Management

Dept: Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address. Each Party may change its respective address(es) for legal notice by providing notice to the other Party.

27. MISCELLANEOUS.

- (a) Entire Agreement; Signatures. This Service Agreement including without limitation all Attachments, incorporated documents and any related, executed Service Order(s) constitute the entire agreement and understanding between the Parties with respect to the Services, Network and Equipment. This Service Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.
- (b) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Service Agreement, the terms of this Service Agreement shall control.
- (c) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Service Agreement, this Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both Parties' prior written consent.
- (d) No Assignment or Transfer. The Parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other Party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Spectrum may assign this Service Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s).
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (f) Governing Law. The law of the state of Missouri shall govern the construction, interpretation, and performance of this Services Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Services Agreement shall be brought only in the federal district court of Missouri or, if such court would not have jurisdiction over the matter, then only in a Missouri State court sitting in Cass County, Missouri. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Services Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Services Agreement in the Federal or state courts sitting in Cass County, Missouri and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Services Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (g) Joint Preparation. Both parties had the opportunity to review and participate in the negotiation of the terms of this Service Agreement and the Service Order(s) and, accordingly, no court construing this Service Agreement and any Service Order(s) shall construe it more stringently against one Party than against the other.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective parties hereto, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.
- (i) Waiver. Except as otherwise provided herein, the failure of either party to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A Spectrum Cable TV Service ("Cable TV Service")

Cable TV Service: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Cable TV Service. Continued use or reception of the Cable TV Services is subject to this Service Agreement. Cable TV Service includes basic, expanded basic/cable programming services, and digital cable services. Music Choice® shall also be considered a part of the Cable TV Service.

1. Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
2. Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.
3. HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MRCs or OTCs for HD formatted programming. In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, Spectrum shall provide such Equipment, and Customer shall pay for such Equipment at the same rate charged by Spectrum to commercial customers in the service area in which Customer's property receiving the Cable TV Service is located.
4. Provision of Service. Without notice, Spectrum may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Cable TV Services.
5. Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Cable TV Services (or any part thereof); or (ii) transmit the Cable TV Services by any television or radio broadcast or by any other means or use the Cable TV Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Cable TV Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Cable TV Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable TV Services; or (iii) insert any commercial announcements into the Cable TV Services or interrupt any performance of the Cable TV Services for the making of any commercial announcements.
6. Audit. Customer shall permit Spectrum to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service. In the event that any Spectrum audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Service Agreement and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Services Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage.
7. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum.
8. Charges. Without limiting the terms set forth elsewhere in the Service Agreement, the MRCs set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees or public access fees. Without limiting the terms set forth elsewhere in the Services Agreement, the MRCs for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Spectrum Phone Service and PRI/SIP Trunk Service (collectively, "Voice Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Voice Service. Continued use or reception of the Voice Service(s) is subject to the Service Agreement. Voice Service includes Spectrum Phone Service and PRI/SIP Trunk Service.

Spectrum Voice Service is additionally governed by the terms and conditions contained in any applicable Service, Price and Terms Guide and any applicable tariff. The Spectrum Voice Service Tariff(s) and Service, Price and Terms Guide are located at Spectrum's website, <http://www.charter.com/Visitors/Policies.aspx?Policy=9> (or any successor URL). In the event of a conflict between any applicable Spectrum Voice Service Tariff(s) or Service, Price and Terms Guide and this Service Agreement, the Tariff and/or Guide shall control.

Customer's continuous use of Spectrum Voice Service(s) after Spectrum's implementation of any change(s) to such Tariff(s) and/or Guide, or Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate the Spectrum Voice Service in the event Customer objects to any material change to the applicable Tariff(s) and/or Guide that adversely affects Customer's rights under this Service Agreement by providing Spectrum with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

Service Types:

1. **Spectrum Phone Service:** If Customer selects to receive Spectrum Phone Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order.
2. **Spectrum SIP Trunk Service:** If Customer selects to receive the Spectrum SIP Trunk Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other equipment, facilities and/or services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.
3. **Spectrum PRI Service:** If Customer selects to receive Spectrum PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other CPE, and a variety of features, as described more fully in the applicable Service Order.

*As a Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer will receive:*

Failover routing for business continuity: automatically reroutes all incoming calls to a pre-determined phone number in the event of a service outage, PBX outage, or power outage affecting inbound call processing.

*In addition, as a Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer may select to receive the following Service options, if available at Customer's Service Location:*

Call overflow for business continuity: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Custom Caller ID for Trunks: permits Customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes.

Customer Use:

Customer's use of the Voice Service is subject to the following additional terms and conditions:

1. 911 Services:

- a. Customer acknowledges that the voice-enabled cable modem used to provide Spectrum Phone Service and the Integrated Access Device ("IAD") used to provide Spectrum PRI Service or Spectrum SIP Trunk Service are electrically powered and that Voice Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Spectrum network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility,

any back-up power supply provided with a Spectrum-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that Voice Service will be available in all circumstances. Customer shall specifically advise every end user of Voice Service that Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, Voice Service and 911 may not be available. Customer shall distribute to all end users of Voice Service labels/stickers (to be supplied by Spectrum) and instruct all end users of Voice Service to place them on or near the equipment used in conjunction with Voice Service. The location and address associated with Voice Service will be the address identified on the Service Order (the "Service Location").

- b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Service Location identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
- c. In some geographic areas, Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE VOICE SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
- d. Customer will be notified by Spectrum as to whether the Voice Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Voice Service from a remote location.
- e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.

2. Customer Caller-ID: If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a customer premises equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates the Customer Caller ID feature, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the service location/address for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer premises equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

3. Monitoring/Alarm Systems: Customer acknowledges that Spectrum does not guarantee that Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and

services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

4. **Customer Equipment:** Spectrum's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with Voice Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
5. **Access:** Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Voice Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Voice Service and all related equipment.
6. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Voice Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in the Terms and Conditions and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.
 - c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request, at Customer's option. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals subject to the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
7. **Directory Listings:** In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information.
8. **Minute Packages:** If a minutes of use ("MOU") package of minutes are exceeded, additional minutes will be charged at the standard domestic long distance rates listed at www.charter.com (or successor URL).
9. **Number Porting:** Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer

represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:

- a. *Spare Equipment Cut.* "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.
- b. *Hot Cut – Business Hours.* "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
- c. *Hot Cut – After Hours.* For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Spectrum's network, Customer shall remain bound by the terms of the Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider.

10. **Call Overflow/Failover:** If a Spectrum PRI Service or Spectrum SIP Trunk Service customer elects to receive the call overflow or failover Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the Spectrum customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
11. **Dedicated Internet Bundles:** If Customer purchases a discounted bundled offering from Spectrum including a Spectrum SIP Trunk Service or Spectrum PRI Service combined with Spectrum Dedicated Internet Access, Customer must have the voice trunk installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

*** For those customers that purchased the Time Warner Cable Business Class PRI Service prior to April 1, 2013, call overflow and failover routing may be available on an individual case basis, as determined by Spectrum. Please contact your Spectrum sales representative for further information.*

Attachment C
Business Internet Access and Fiber Internet Access
(collectively, "Data Services")

1. **Internet Access Services.** These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive one or more of the Services described herein (for purposes of this Attachment, the "Data Services"). Continued use or receipt of the Data Services is subject to this Service Agreement. *Spectrum's provision of any Data Service is subject to availability.*

Spectrum's Data Services are comprised of the following:

- a. **Business Internet Access ("BIA Service"):** BIA Service is Internet access service implemented using a hybrid fiber/coax ("HFC") access network. The Customer interface to a cable modem is via Ethernet connection. BIA Service enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, Spectrum shall provide connectivity from the Customer site(s) to the Customer's data network.
- b. **Fiber Internet Access ("FIA Service"):** If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

2. **Customer Use.** Customer's use of the Data Services is subject to the following additional terms and conditions:

- a. **Responsibility:** Customer shall (i) maintain certain minimum equipment and software to receive the Data Service (see www.business.spectrum.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Data Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Service Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Data Services.
- b. **Data Service Speeds:** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the Data Services selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection. Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and Spectrum network congestion, time of day and the accessed website servers, among other factors.
- c. **Electronic Addresses:** All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Spectrum are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
- d. **Changes of Address:** Spectrum may change addressing schemes, including e-mail and IP addresses.
- e. **No Liability for Risks of Internet Use:** The Service, Spectrum's network and the Internet are not secure, and others may access or monitor traffic.
- f. **No Liability for Purchases:** Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Spectrum shall have no responsibility to resolve disputes with other vendors.
- g. **Blocking and Filtering:** Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Data Service. Except to the extent set forth in the Supplemental Spectrum Business Security Service Section, Spectrum shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Spectrum does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for such acts or occurrences.
- h. **Acceptable Use Policy:** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.charter.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

- i. **Managed WiFi Services:** Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
- j. **Supplemental Managed Security Service:** This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service may include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer or supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.

Attachment D

Spectrum Data Transport Services: Ethernet Solutions ("Ethernet Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Ethernet Service and continued use or reception of the Ethernet Service is subject to the this Agreement.

Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

1. **Availability:** Spectrum's provision of Ethernet Services is subject to availability.
2. **Interference:** Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum network.
3. **Hand-Off Point:** Spectrum will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Ethernet Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
4. **Facilities:** Customer will make available to Spectrum a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
5. **Optical Ethernet EP-Lan:** For Optical Ethernet EP-LAN, Spectrum requires Customer to use Layer3 / IP interfaces and routing on WAN interfaces as opposed to Layer2. The enhanced risk of total service degradation as a result of broadcast storms or other industry known Layer2 vulnerabilities warrants this requirement. Using Layer3 / IP interfaces requires only a single MAC address to be learned on the UNI.
6. **Interstate vs. Intrastate.** Customer's use of Ethernet Services is presumed to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations.
7. **Restrictions:** By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
8. **Managed WiFi Services:** Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
9. **Supplemental Managed Security Service:** This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service may include software,

firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer nor supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.

**Attachment E
(Intentionally Omitted)**

Attachment F

Spectrum Hosted Voice, Spectrum Hosted Voice for Hospitality, Spectrum Hosted Call Center, Spectrum Unified Communications (collectively, "Hosted Communications Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Hosted Communications Service and continued use or reception of the Hosted Communications Service is subject to the this Agreement.

1. Hosted Communications Services:

- a. **Spectrum Hosted Voice:** If Customer selects to receive Hosted Voice Service delivered over fiber, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.
- b. **Spectrum Hosted Voice for Hospitality:** If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.
- c. **Spectrum Hosted Call Center:** If Customer selects to receive Spectrum Hosted Call Center Service, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.
- d. **Unified Communications:** If Customer selects to receive Unified Communications features that are added onto a Spectrum Hosted Voice Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order.

2. Customer's Use: Customer's use of Hosted Communications Service is subject to the following additional terms and conditions:

a. 911 Services:

- i. Customer acknowledges that the voice-enabled fiber connection or cable modem used to provide Hosted Communications Service are electrically powered and that the Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Spectrum network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a Spectrum-provided voice-enabled fiber connection, cable modem or other hardware used in delivering the Hosted Communications Service may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Hosted Communications Service will be available in all circumstances. Customer shall specifically advise every end user of the Hosted Communications Service that the Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, the Hosted Communications Service and 911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by Spectrum) and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the Hosted Communications Service. The location and address associated with the Hosted Communications Service will be the address identified on the Service Order (the "Service Location").
- ii. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the Equipment to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
- iii. In some geographic areas, the Hosted Communications Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that: (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller; and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE HOSTED COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

- iv. Customer will be notified by Spectrum as to whether the Hosted Communications Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Hosted Communications Service, including: (1) the inability to reach 911 or other emergency services; (2) the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; or (3) the use of third-party enterprise 911 solutions or Customer's attempt to access Hosted Communications Service from a remote location.
 - v. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
3. **Monitoring/Alarm Systems:** Customer acknowledges that Spectrum does not guarantee that Hosted Communications Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of the Hosted Communications Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to Hosted Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity.
 4. **Customer Equipment:** Spectrum's obligation is to provide Hosted Communications Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with Hosted Communications Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
 5. **Access:** Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or Local Area Network (LAN) wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Hosted Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Hosted Communications Service and all related equipment.
 6. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Hosted Communications Service will be protected by Spectrum as described herein, in the Privacy Policy, and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in this Service Agreement and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.
 - c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of

record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

- d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified on the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
7. **Directory Listings:** In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com>.
8. **Number Porting:** Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods.
- a. *Spare Equipment Cut.* "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.
 - b. *Hot Cut – Business Hours.* "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
 - c. *Hot Cut – After Hours.* For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Spectrum's network, Customer shall remain bound by the terms of the Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider.

9. **Unified Communications Services:**

- a. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of Spectrum.
- b. Unified Communications Services are nonexclusive and nontransferable, and Customer shall prohibit use of the Unified Communications Services by any third party other than the Customer for such Customer's internal business purposes.

- c. Use of the Unified Communications Services by Customer does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from Spectrum or its third party vendors involved in delivering the Unified Communications Services to Customer.
- d. Third party vendors used by Spectrum in delivering the Unified Communications Services to Customer do not provide any warranties, direct or indirect, express or implied, to Customer for any and all damages, whether direct or indirect, incidental or consequential, arising from the use of the Unified Communications Services.
- e. Customer shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Agreement; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by Spectrum to Customer; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.
- f. If Customer breaches any terms of this Agreement as they relate to the Unified Communications Services, Spectrum or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.
- g. Spectrum and any third party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Agreement, any Service Order, and/or any agreement between Spectrum and such third party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

Attachment G
Multi-Channel Video Service (Enterprise TV, Government TV, Hospitality TV, Healthcare TV, Education/University TV)

Spectrum Enterprise shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's Service Location(s) identified in a Service Order, which programming shall be subject to change at Spectrum Enterprise's discretion; provided that Spectrum Enterprise shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime, TMC, Cinemax, STARZ, Encore or Epix (collectively, "Premium Services").

Spectrum Enterprise and Customer acknowledge that Customer has elected to receive 2 or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis.

Spectrum Enterprise owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related Network and Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum Enterprise) Customer shall own such items and Customer hereby grants to Spectrum Enterprise the non-exclusive right to access and use such space during the Order Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Service Location, and nothing is intended to convey any right or ownership of any portion of the Network or Equipment to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Service Location, except to the extent of any negligence or willful misconduct on the part of Spectrum Enterprise.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand, or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Multi-Channel Video Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant or fraternal organization). In commercial establishments with public viewing, only the Multi-Channel Video Service lineup(s) that is approved for public viewing may be used.
3. Customer shall permit Spectrum Enterprise reasonable access to the Service Locations to inspect the Service Location at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.
4. Customer, at its sole expense, shall furnish, install, program, secure, and maintain all Service connections within the Service Location. The Service connections shall be installed and programmed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing.
5. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of Spectrum Enterprise. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of Spectrum Enterprise. The limitations of this paragraph shall not apply to formatting of programming as agreed by Spectrum Enterprise and Customer.
6. Customer shall provide all first level contact and support to its authorized users relating to the Network, Equipment, and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum Enterprise, Customer shall contact the designated Spectrum Enterprise technical support contact for resolution.
7. The inside wiring shall be installed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing. Spectrum Enterprise shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Service connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum Enterprise with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.

8. Notwithstanding anything to the contrary in the Master Agreement, the MRCs for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.
9. Customer's use of the Set Back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:
 - a. All terms set forth in this Attachment G shall apply to the SBB Offering except to the extent modified below.
 - b. Notwithstanding Section 1 above, the SBB Offering may include certain video-on-demand programming.
 - c. Notwithstanding Section 4 above, Spectrum Enterprise shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - d. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum Enterprise's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum Enterprise's technical specifications and hereby grants Spectrum Enterprise a right and license to use such logo for purposes of such co-branding.

Spectrum Commercial Subscriber Privacy Policy TV Internet Phone

•Provided for your convenience only. The current policy shall always be found at www.charter.com

Spectrum Commercial Subscriber Privacy Policy

Spectrum takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Spectrum commercial Customers who subscribe to Spectrum's commercial video programming, high-speed Internet, data networking and/or telephone service (individually and collectively the "Service") and describes the Customer information that Spectrum collects and retains, how Spectrum uses and protects it, the limited cases where Spectrum may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Spectrum Service to which You subscribe, parts of this Policy may not be applicable to You. Spectrum values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Spectrum telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Spectrum will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on www.Charter.com. If You find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, You may have the right to cancel Your Service under Your Service Agreement. If You continue to use the Service following the posting of a revised Policy, we will consider that to be Your acceptance of and consent to the Policy as revised.

What type of information does Spectrum collect?

Spectrum collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Spectrum uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Spectrum will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Spectrum also collects personally identifiable and non-personal information about You when You voluntarily provide information to Spectrum, as may be required under applicable law, and from third parties, as described in this Policy.

Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Spectrum may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from You, information about the service options that You have chosen; information the equipment You have, including specific equipment identifiers; and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Spectrum also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Spectrum such as correspondence, responses to

surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Spectrum, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Spectrum?")

Why does Spectrum collect personally identifiable information?

Spectrum collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Spectrum's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

You acknowledge and agree that all communications between You and Spectrum may be recorded or monitored by Spectrum for quality assurance or other purposes.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Spectrum may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Spectrum also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Spectrum also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Spectrum transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Spectrum?

Spectrum will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Spectrum to disclose personally identifiable information to third parties: when it is necessary to provide Spectrum's services or to carry out Spectrum's business activities; as required by law or legal process; or

for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Spectrum and third parties that provide and/or include: billing and collection services; installation, repair and customer service subcontractors or agents; program guide distributors; software vendors; program and other service suppliers for audit purposes; marketers of Spectrum's products and services; third party auditors; our attorneys and accountants; and/or strategic partners offering or providing products or services jointly or on behalf of Spectrum. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Spectrum restricts third parties' use of Your information to the purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Spectrum to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Spectrum disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Spectrum, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Spectrum may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Spectrum's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Spectrum enters into a merger, acquisition, or sale of all or a portion of our assets, Spectrum may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Spectrum may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below, disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Spectrum may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Spectrum's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Spectrum's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Spectrum provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Spectrum does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Spectrum may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Spectrum telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Spectrum will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Spectrum's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.Spectrum.com> or by contacting us by telephone at 1-888-GET-SPECTRUM. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Spectrum, You may call 1-888-GET-SPECTRUM or visit <http://unsubscribe.Spectrum.com> and make a request to have Your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Spectrum as Spectrum may still continue to send non-marketing account-related messages to You.

How long does Spectrum maintain personally identifiable information?

Spectrum will maintain personally identifiable information about You as long as You are a subscriber to Spectrum's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Spectrum Service and the information is no longer necessary for the purpose for which it was collected, Spectrum will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Spectrum will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Spectrum will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Spectrum protect customer information?

Spectrum takes the security of our Customers' personally identifiable information seriously. Spectrum takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Spectrum to personally identifiable information. Spectrum uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Spectrum restricts access to its customer database and secures the content by use of firewalls and other security methods. Spectrum limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Spectrum and other parties identified in the "Who sees the information collected by Spectrum?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things You can do to help protect the privacy of Your own information, visit www.Charter.com/security or www.OnGuardOnline.gov.

If Your organization is subject to the Health Insurance Portability and Accountability Act (HIPAA), you can learn how HIPAA applies to Your Spectrum services by reviewing our HIPAA Policy, which is incorporated by references into this Policy.

Can I see the information that Spectrum collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Spectrum collects and maintains. The information Spectrum has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Spectrum office. To find

the location of Your local office please visit www.Charter.com. Spectrum will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review reveals an error in our records, Spectrum will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.Charter.com, depending upon the information You have provided.

Does Spectrum protect children's privacy?

Spectrum is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Spectrum will provide a special notice or other information describing the additional privacy protections that may apply. Spectrum urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Spectrum's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Spectrum use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Spectrum places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Spectrum does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Spectrum to summarize overall usage patterns for analysis. In addition, Spectrum uses cookies to provide personalized services such as saving Your astrological sign on Spectrum.net. Spectrum may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Spectrum and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Spectrum does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Spectrum may provide site usage information linked to Your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Spectrum?" paragraphs above.

You may opt-out of the cookies delivered by Spectrum on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Spectrum. Because a "Do Not Track" protocol has not yet been finalized, Spectrum's information collection and disclosure practices, and the choices that we provide to consumers, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received.

Targeted Advertisements

Spectrum wants to make the advertisements it provides more relevant to You. Spectrum collects and uses non-personal information, such as information about your visits to our websites, ZIP Code, IP address and information from third parties. We may also combine that information with personally identifiable information, such as information You provide Spectrum and from Your Spectrum account. (See "What type of information does Spectrum Collect"). In addition, Spectrum may partner with third-party advertising companies who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements.

Spectrum also uses third-party advertising companies to identify and present tailored online advertisements for its goods and services and uses anonymous ZIP Codes to geographically target online advertisements for our other clients. Spectrum will not provide our online partners with access to Your name, address, e-mail address, telephone number or other personally identifiable information without Your permission. When targeted online advertisements displayed on third-party websites are based on Your personally identifiable information or general location derived from your Spectrum IP address, You may opt-out by going to <http://unsubscribe.Spectrum.com> and updating Your privacy preferences. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Spectrum.com > Support > Internet Help.

Some of the advertisements You see on cable channels are placed by us. Some of those advertisements are placed in particular shows or channels; others are shown in particular geographic areas. Some of our cable advertisements will ask for Your permission to take certain actions, like mail You information or allow the advertiser to contact You; if You grant permission, we will use Your personal information for the permitted purposes only. In some areas we will be able to target cable advertisements to Your household that will be more relevant to Your interests based on information You provide us or information that we receive from third parties. When those cable advertisements are directed to You based on Your personal information, You can elect not to receive them. You may opt-out by going to <http://unsubscribe.Spectrum.com> and updating Your privacy preferences.

If you change or get a new account, You will need to review all of Your opt-out choices.

What can I do if I believe Spectrum has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Spectrum's website at www.Charter.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Spectrum website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Spectrum website. This Policy also does not apply to those residential customers who subscribe to Spectrum's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of www.Charter.com.

Effective: December 16, 2013

Spectrum Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Spectrum's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of Your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Spectrum has a duty, under federal law to protect the confidentiality of CPNI. Spectrum offers many communications-related services, such as, for example, Spectrum Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-SPECTRUM. We will also honor any restrictions applied by state law, to the extent applicable. Spectrum also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Spectrum video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Spectrum's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Spectrum to do so, Spectrum may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol or, IP voice services. Effective: May 4, 2009

EXHIBIT B

As of 1/24/18

rum Internet Pricing/Upgrades

Location	Current Bill	Current Service	New Service	New Bill	Monthly Savings	Yearly Savings	Order #
City Hall	\$ 945.00	20M Fiber	100M Fiber	\$ 990.00	\$45.00	\$540.00	9749483
Water/Street	\$ 327.80	35x5M Cable	300x20M Cable	\$ 189.98	(\$137.82)	(\$1,653.84)	9751038
BeltonParks	\$ 1,665.00	100M Fiber	Same	\$ 990.00	(\$675.00)	(\$8,100.00)	9753571
Mem Station/Pool	\$ 350.00	35x5M Cable	300x20M Cable	\$ 169.98	(\$180.02)	(\$2,160.24)	9753571
Firestation 1&2	\$ 286.00	35x5M Cable	300x20M Cable	\$ 189.98	(\$96.02)	(\$1,152.24)	10054688
Belton Police	\$ 165.00	10x2M Cable	100x10M Cable	\$ 99.00	(\$66.00)	(\$792.00)	
Total	\$ 3,738.80			\$ 2,628.94	(\$1,109.86)	(\$13,318.32)	
<i>*BeltonPark phones</i>	\$ 141.12			\$ 59.98	(\$81.14)	(\$973.68)	



Spectrum Customer Service Order

Account Executive: John Fink
Phone: (913) 230-5176 ext:
Cell Phone:
Fax:
Email: john.fink@charter.com

Order # 9749483

Customer Information: Customer Code		
Business Name	City of Belton	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0137		
Billing Address		Account Number
Attention To:		
1201 STREET BARN LN BELTON MO 64012		108479701
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Andrew Collins	(816) 331-4331	it@belton.org
<hr/>		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Andrew Collins	(816) 331-4331	it@belton.org
<hr/>		
Technical Contact	Technical Contact Phone	Technical Contact Email Address



Fiber Internet and Ethernet Service Order Information For 506 Main St Belton MO 64012

Site Name	Address Location	Location Type	Bandwidth
	506 Main St Belton, MO 64012		

New and Revised Services and Monthly Charges At 506 Main St , Belton MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Fiber Internet 100Mbps	1	\$990.00	\$990.00	24 Months
*Total			\$990.00	

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed



Spectrum Customer Service Order

Account Executive: John Fink
Phone: (913) 230-5176 ext:
Cell Phone:
Fax:
Email: john.fink@charter.com

Order # 10054688

Customer Information: Customer Code		
Business Name	BELTON FIRE STATION	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0137	Federal;State	
Billing Address		
Attention To:		Account Number
223 MAIN ST BELTON MO 64012		53739002
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Andrew Collins	(816) 892-1278	acollins@belton.org



Internet and TV Services Order Information For 16300 N Mullen Rd Belton MO 64012

Service Type

High Speed Internet (HSD)
IPs (Internet Addresses)

Current Services and Monthly charges At 16300 N Mullen Rd , Belton MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total
Standard	20	\$0.00	\$0.00
HSD Modem	1	\$0.00	\$0.00
HD Converter	1	\$10.25	\$10.25
BST PRIVATE VIEW	20	\$0.00	\$0.00
BC Dgtl Adapt SD BSCSTD	19	\$1.50	\$28.50
Dig Convert Escal 24 mo	19	(\$1.50)	(\$28.50)
COMMERCIAL DIGITAL ACCESS	1	\$0.00	\$0.00
*Total			\$10.25

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 16300 N Mullen Rd , Belton MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$9.99	\$9.99	24 Months
Spectrum Business Internet Max - 300Mbps	1	\$179.99	\$179.99	24 Months
*Total			\$189.98	

*Prices do not include taxes and fees.

One Time fees At 16300 N Mullen Rd , Belton MO 64012

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$100.00	\$100.00
Total			\$100.00

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed



Spectrum Customer Service Order

Account Executive: John Fink
 Phone: (913) 230-5176 ext:
 Cell Phone:
 Fax:
 Email: john.fink@charter.com

Order # 9753571

Customer Information: Customer Code 00000000		
Business Name	BELTON PARKS & RECREATION	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
****0137		
Billing Address		
Attention To:		Account Number
16400 S MULLEN RD BELTON MO 64012		66906101
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Shannon Beltz	(816) 348-7400	shannab@beltonparks.org
Authorized Contact		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Shanna Beltz	(816) 348-7400	shannab@beltonparks.org
Technical Contact		
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Andrew Collins	(816) 892-1287	acollins@belton.org

Voice Service Order Information 620 Maurer Pkwy Belton Mo 64012		
Current LEC	LEC BTN	Porting Required

Voice Service Order Information 16400 S MULLEN RD BELTON MO 64012		
Current LEC	LEC BTN	Porting Required



Voice Line Information For 16400 S MULLEN RD BELTON MO 64012

Product Line & Type	Number & Caller ID Display	Porting	HG	Hunt Group Type	SEQ	VM	SVM#	GVM#	AA	BGF	Call ID Priv	MP	Global Calling Plan	E-911 Location	Directory Listing YPHV & Listing Details
BCP Unlimited Local & LD	(816) 318-4641 BELTON PARKS &										No		No	BLDGN/A STEN/A FLN/A	Private
BCP Unlimited Local & LD	(816) 348-7403 BELTON PARKS &										No		No	BLDGN/A STEN/A FLN/A	Private

Product Line & Type: (BTN) Billing Telephone Number, (WTN) Working Telephone Number
Features: (HG) Hunt Group, (SEQ) Hunt Group Sequence, (VM) Voice Mail, (SVM#) Shared Voice Mail, (GVM#) Group Voice Mail, (AA) Auto Attendant, (BGF) Business Group Feature Package, (MP) Mobility Package
Outbound Call Block*: (900) 900 Numbers, (INT) International, (900INT) 900 and International, (ACB) All Charges Blocked: 411, 900.976.INTL, OS/DA, (OBR) Outbound Restricted: Allows only 611 and 911
Inbound Call Block*: (COL) Collect, (TP) Third Party, (CTP) Collect and Third Party, (IBR) Inbound Restricted
 *Customer's election of call blocking can minimize potential exposure to fraud or unnecessary charges.
Dir Listing: (YPHV) Yellow Page Heading Verbiage

Voice Line Information For 620 Maurer Pkwy Belton Mo 64012

Product Line & Type	Number & Caller ID Display	Porting	HG	Hunt Group Type	SEQ	VM	SVM#	GVM#	AA	BGF	Call ID Priv	MP	Global Calling Plan	E-911 Location	Directory Listing YPHV & Listing Details
BCP Unlimited Local & LD	(816) 425-4518 BELTON PARKS &										No		No	BLDGN/A STEN/A FLN/A	Private
BCP Unlimited Local & LD	(816) 425-4524 BELTON PARKS &										No		No	BLDGN/A STEN/A FLN/A	Private

Product Line & Type: (BTN) Billing Telephone Number, (WTN) Working Telephone Number
Features: (HG) Hunt Group, (SEQ) Hunt Group Sequence, (VM) Voice Mail, (SVM#) Shared Voice Mail, (GVM#) Group Voice Mail, (AA) Auto Attendant, (BGF) Business Group Feature Package, (MP) Mobility Package
Outbound Call Block*: (900) 900 Numbers, (INT) International, (900INT) 900 and International, (ACB) All Charges Blocked: 411, 900.976 INTL, OS/DA, (OBR) Outbound Restricted: Allows only 611 and 911
Inbound Call Block*: (COL) Collect, (TP) Third Party, (CTP) Collect and Third Party, (IBR) Inbound Restricted
 *Customer's election of call blocking can minimize potential exposure to fraud or unnecessary charges.
Dir Listing: (YPHV) Yellow Page Heading Verbiage

Spectrum offers inbound and outbound blocking options to help protect your account from unauthorized use. Spectrum recommends the use of International Blocking for all customers who do not make international calls. The table below summarizes the options selected for your order. If you have any questions or would like to change the blocking options, please contact your Spectrum Account Representative.

Call Blocking Options for: 16400 S MULLEN RD BELTON MO 64012

Phone Number	Inbound Call Blocks	Outbound Call Blocks
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(816) 318-4641	None	INT and 900
(816) 348-7403	None	INT and 900

Spectrum offers inbound and outbound blocking options to help protect your account from unauthorized use. Spectrum recommends the use of International Blocking for all customers who do not make international calls. The table below summarizes the options selected for your order. If you have any questions or would like to change the blocking options, please contact your Spectrum Account Representative.

Call Blocking Options for: 620 Maurer Pkwy Belton Mo 64012

Phone Number	Inbound Call Blocks	Outbound Call Blocks
(816) 425-4518	None	INT and 900
(816) 425-4524	None	INT and 900

Intercept Message Information For: 16400 S MULLEN RD BELTON MO 64012

Phone Number	Referral Number	Interval	Start Date
(816) 318-4641			
(816) 348-7403			

Intercept Message Information For: 620 Maurer Pkwy Belton Mo 64012

Phone Number	Referral Number	Interval	Start Date
(816) 425-4518			
(816) 425-4524			

Custom Ring For: 16400 S MULLEN RD BELTON MO 64012

Number	Custom Ring #1	Directory Listing #1	Custom Ring #2	Directory Listing #2	Custom Ring #3	Directory Listing #3	Custom Ring #4	Directory Listing #4
(816) 318-4641								
(816) 348-7403								

Custom Ring For: 620 Maurer Pkwy Belton Mo 64012

Number	Custom Ring #1	Directory Listing #1	Custom Ring #2	Directory Listing #2	Custom Ring #3	Directory Listing #3	Custom Ring #4	Directory Listing #4



(816) 425-4518								
(816) 425-4524								

Internet and TV Services Order Information For 620 Maurer Pkwy Belton Mo 64012			
Service Type			
High Speed Internet (HSD) <i>IPs (Internet Addresses)</i>			

Fiber Internet and Ethernet Service Order Information For 16400 S MULLEN RD BELTON MO 64012			
Site Name	Address Location	Location Type	Bandwidth
	16400 S MULLEN RD BELTON, MO 64012		

Current Services and Monthly charges At 620 Maurer Pkwy , Belton Mo 64012			
Description	Quantity	Sales Price	Monthly Recurring Total
CALLER ID	2	\$0.00	\$0.00
HSD Modem	1	\$0.00	\$0.00
ACCOUNT TN	1	\$0.00	\$0.00
BCP TAG CODE	1	\$0.00	\$0.00
MODEM CODE ONLY	1	\$0.00	\$0.00
PRIVATE LISTING	2	\$0.00	\$0.00
BLOCK COLLECT CALLS	2	\$0.00	\$0.00
YELLOW PAGE VERBIAGE	2	\$0.00	\$0.00
BC WiFi LAN - Embedded	2	\$9.95	\$19.90
BLOCK THIRD PARTY CALLS	2	\$0.00	\$0.00
ADVANCED WLS GATE ANCHOR	2	\$0.00	\$0.00
*Total			\$19.90
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 16400 S MULLEN RD , BELTON MO 64012			
Description	Quantity	Sales Price	Monthly Recurring Total
HSD Modem	3	\$0.00	\$0.00
ACCOUNT TN	1	\$0.00	\$0.00
5 Static IP	1	\$0.00	\$0.00
BCP TAG CODE	1	\$0.00	\$0.00
MEPL INTRASTATE	1	\$0.00	\$0.00
MODEM CODE ONLY	1	\$0.00	\$0.00
Q3-14 PROMO VOICE UPSELL	2	\$0.00	\$0.00
*Total			\$0.00
*Prices do not include taxes and fees.			



New and Revised Services and Monthly Charges At 620 Maurer Pkwy , Belton Mo 64012

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$9.99	\$9.99	24 Months
Spectrum Business Internet Max - 300Mbps	1	\$159.99	\$159.99	24 Months
Spectrum Business Voice	2	\$29.99	\$59.98	24 Months
*Total			\$229.96	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 16400 S MULLEN RD , BELTON MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Fiber Internet 100Mbps	1	\$990.00	\$990.00	24 Months
Spectrum Business Voice	2	\$29.99	\$59.98	24 Months
*Total			\$1,049.98	

*Prices do not include taxes and fees.

One Time fees At 620 Maurer Pkwy , Belton Mo 64012

Description	Quantity	Sales Price	Total
Install Charge ♦ Business Internet	1	\$99.00	\$99.00
Total			\$99.00

*Prices do not include taxes and fees.

Special Terms

[Empty box for Special Terms]

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed



SERVICE AGREEMENT

This Service Agreement, including all Service Orders entered into hereunder and the Commercial Terms of Service available at www.charter.com, are incorporated herein by this reference, (collectively the "Service Agreement"), executed and effective upon the date of the signature set forth below (the "Effective Date"), is between customer identified below ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Information	
Spectrum Street: 9225 Indian Creek Parkway Suite 500 City: Overland Park State: KS Zip Code: 66210	Contact: John Fink Phone: (913) 230-5176 Facsimile:

Customer Information				
Customer Name (Exact Legal Name): BELTON PARKS & RECREATION			Federal Tax ID: *****0137	
Billing Address: 16400 S MULLEN RD	Suite:	City: BELTON	State: MO	Zip Code: 64012
Billing Contact Name: Shannon Beltz		Phone: (816) 348-7400	Email: shannab@beltonparks.org	
Authorized Contact Name: Shanna Beltz		Phone: (816) 348-7400	Email: shannab@beltonparks.org	

Additional Terms

BY EXECUTING THIS SERVICE AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)



Spectrum™ Business Voice Service E911 Acknowledgment

Customer Name: BELTON PARKS & RECREATION

Billing Address: 16400 S MULLEN RD BELTON MO 64012

Please confirm that you understand this important information regarding E911 access and Spectrum Business Voice service.¹

Spectrum Business Voice service customer premise equipment (“CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Business Voice service CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Business Voice service CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Business Voice service is installed.

By signing my name below, I acknowledge that I have received and understand this Acknowledgement and agree to the obligations described above.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

¹ “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.



Spectrum Customer Service Order

Account Executive: John Fink
Phone: (913) 230-5176 ext:
Cell Phone:
Fax:
Email: john.fink@charter.com

Order # 9751038

Customer Information: Customer Code		
Business Name	BELTON WATER DEPT MAINTENANCE	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0137		
Billing Address		
Attention To:		Account Number
1201 STREET BARN LN BELTON MO 64012		108479701
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Andrew Collins	(816) 331-4331	it@belton.org



Internet and TV Services Order Information For 1201 Street Barn Ln Belton MO 64012

Service Type

IPs (Internet Addresses)
High Speed Internet (HSI)

Current Services and Monthly charges At 1201 Street Barn Ln , Belton MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total
Standard	1	\$0.00	\$0.00
BST PRIVATE VIEW	1	\$0.00	\$0.00
BST PRIVATE VIEW	1	\$5.50	\$5.50
BC Dgtl Adapt SD BSCSTD	2	\$0.00	\$0.00
*Total			\$5.50

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1201 Street Barn Ln , Belton MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$9.99	\$9.99	24 Months
Spectrum Business Internet Max - 300Mbps	1	\$179.99	\$179.99	24 Months
*Total			\$189.98	

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed



SERVICE AGREEMENT

This Service Agreement, including all Service Orders entered into hereunder and the Commercial Terms of Service available at www.charter.com, are incorporated herein by this reference, (collectively the "Service Agreement"), executed and effective upon the date of the signature set forth below (the "Effective Date"), is between customer identified below ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Information	
Spectrum Street: 9225 Indian Creek Parkway Suite 500 City: Overland Park State: KS Zip Code: 66210	Contact: John Fink Phone: (913) 230-5176 Facsimile:

Customer Information				
Customer Name (Exact Legal Name): BELTON WATER DEPT MAINTENANCE			Federal Tax ID: *****0137	
Billing Address: 1201 STREET BARN LN	Suite:	City: BELTON	State: MO	Zip Code: 64012
Billing Contact Name:		Phone:	Email:	
Authorized Contact Name:		Phone:	Email:	

Additional Terms

BY EXECUTING THIS SERVICE AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

SECTION XI

A

R2018-13

A RESOLUTION APPROVING TASK AGREEMENT #2018-1 WITH TREKK DESIGN GROUP TO PERFORM EVALUATION AND ENGINEERING INVESTIGATIONS FOR THE HARGIS LAKE AND SURROUNDING NEIGHBORHOODS SANITARY SEWER IN A NOT-TO-EXCEED AMOUNT OF \$38,477.15.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to maintain sanitary sewer infrastructure to meet near and long term needs; and

WHEREAS, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for construction thereto; and

WHEREAS, on April 14, 2016 under Ordinance No. 2016-4190, the City Council approved an On-Call Engineering Professional Services Agreement with TREKK Design Group, LLC; and

WHEREAS, issues related to sanitary sewer and storm water have been detailed by residents as well as studies of the Hargis Gardens and Hargis Lake area; and

WHEREAS, to ensure a fiscally responsible approach to the design and construction of sewer improvements in the Hargis Gardens subdivision and surrounding neighborhood, City Staff recommends approving Task Agreement #2018-1 with TREKK Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15; and

WHEREAS, the City Council believes that it is in the best interests of the citizens of Belton to authorize and approve Task Agreement #2018-1 with TREKK Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15, which is attached to this resolution as **Exhibit A**.

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

SECTION 1. That Task Agreement #2018-1 with TREKK Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15 is hereby approved for purposes described above.

SECTION 2. The City Manager and Acting Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

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

Duly read and passed this 13th day off February, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of February, 2018, and adopted at a regular meeting of the City Council held on the 13th day of February, 2018, by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 13, 2018

DIVISION: Engineering

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

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

BACKGROUND:

We currently have issues related to sanitary sewer and storm water which have been detailed by residents as well as studies of the Hargis Gardens and Hargis Lake area. To address issues with sanitary sewer we are going to use funds from the Public I&I program. With the Public I&I fund we are going to investigate the Hargis Lake areas sewer systems with a mix of CCTV camera, smoke testing, historic data, and flow monitoring to find where issues could arise to cause the surcharging that has happened in this area. Each Phase of the investigation will be phased so as to minimize costs due to the possibility of the issue being discovered in one of the initial phases. Once the investigation is complete we will move ahead with a design phase to address the issue which could range from an unknown root ball to replacement of the piped system.

ISSUE/RECOMMENDATION:

To ensure a fiscally responsible approach to the design and construction of sewer improvements in the Hargis Gardens subdivision and surrounding neighborhoods City Staff recommends approving a resolution for a task agreement with TREKK Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	TREKK Design Group
Amount of Request/Contract:	\$ 38,477.15
Amount Budgeted:	\$ 500,000
Funding Source:	Public I&I Program
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri for Task Agreement 2018-1 with TREKK Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2018-1 with TREKK Design Group and Scope of Work



City of Belton – Public Works Task Agreement

Contract: Hargis Lake Sewer Investigation

Ordinance or Resolution:	Task Agreement No: 2018-1	Funding Amount: \$38,477.15 Purchase Order No :n/a
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Project Title: Hargis Lake Sewer Investigation

Contractor/Consultant (including subs): <p style="text-align: center;">TREKK Design Group, LLC</p>	Division and Staff Project Manager: <p style="text-align: center;">Public Works- Engineering Department – Mr. Michael Christopher</p>
---	--

Project Management Manual reviewed: Yes	Attachments: TREKK Contract
---	-----------------------------

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

I have attached our professional services contract proposal for the Hargis Lake Sewer Investigation. The purpose of this study is to provide a phased approach to sewer investigation within the Hargis Lake Neighborhood. More specifically the purpose of this work is to determine the condition of the existing sewer system and if I & I or an impedance in the sewer line could be causing basement backups.

Staff Signatures		Partner Signatures	
Acting Director of Public Works: David Clements	City Manager: Alexa Barton	Project Manager Justin Likes	Company Principal (if different): Kimberly Robinett
Signature: _____	Signature: _____	Signature: <i>Justin Likes</i>	Signature: <i>Kimberly Robinett</i>
Date: _____	Date: _____	Date: <i>12-1-18</i>	Date: <i>2/1/2018</i>

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

Report(s) Received: _____

Work on File: _____

Attach scope of work, budget, and other supporting material



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

January 29, 2018

City of Belton, MO
Mr. Michael Christopher, City Engineer
520 Main Street
Belton, MO, 64012
Mchristopher@belton.org

RE: Hargis Lake Sewer Investigation

Dear Mr. Christopher,

I have attached our professional services contract proposal for the Hargis Lake Sewer Investigation. The purpose of this study is to provide a phased approach to sewer investigation within the Hargis Lake Neighborhood. More specifically the purpose of this work is to determine the condition of the existing sanitary sewer system and to determine if I & I or an impedance in the sewer line could be causing basement backups. Work under this task order includes complaint records investigation, field investigations including the CCTV of the trunk line and neighborhood smoke testing. If necessary, the investigation could include flow monitoring or the installation of manhole camera systems.

This professional services Task Agreement is part of and shall be completed in accordance with Terms and Conditions of the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

On behalf of TREKK, I appreciate the opportunity to work with you on this project. Thanks for the continued support of TREKK Design Group and for letting us live out our passion in the community of Belton. Should you require additional information, please do not hesitate to contact me at (816)874-4661.

Sincerely,

Justin Likes
Project Manager
TREKK Design Group, LLC

Please find our proposal below for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant, and City of Belton, MO will be defined as the Client.

Scope of Services provided by Consultant

Article 1

Scope of Services

SCOPE OF WORK FOR HARGIS LAKE SANITARY SEWER INVESTIGATION CITY OF BELTON, MISSOURI

The purpose of this study is to provide a phased approach to sewer investigation within the Hargis Lake Neighborhood to determine the condition of the existing sanitary sewer system and to determine if I&I or an impedance in the sewer line could be causing basement backups. Work under this task order includes complaint records investigation, field investigations including the CCTV of the trunk line and neighborhood smoke testing. If necessary, the investigation could include flow monitoring or the installation of manhole camera systems. At the end of each phase, TREKK will coordinate with the City to seek approval for the commencement of the next phase. Given this is an investigation, the City may deem that all phases are not required.

PROJECT ADMINISTRATION:

1. TREKK will hold a project kickoff meeting with stakeholders.
2. TREKK's in-house project management, administration, budget tracking, and monthly billing.
3. TREKK will hold project progress meetings (Up to 3).

PHASE I – PRELIMINARY INVESTIGATION

1. TREKK will review and summarize complaint records. A GIS map will be made to show parcels that have made complaints.
2. TREKK will do a quick analysis on the downstream sewer based on GIS data to make sure hydraulic impedance is not from system geometrics.
3. TREKK will review original development plans to see if information about sewer depths and service lateral slopes are available.

PHASE II – FIELD RECONNAISSANCE

1. TREKK will perform CCTV inspection of approximately +/-3400 LF of the trunk interceptor sanitary sewer line in Hargis Lake. The lines will be light cleaned (3 light passes with Jet Vac truck) prior to installing the CCTV camera to allow passage through the lines. If additional cleaning (heavy cleaning) or service tap cuts are required they will be charged separately and are not included in this scope/fee.
2. TREKK will perform smoke testing in the Hargis Lake neighborhood (approximately 19,100 linear foot of sanitary sewer. This will help identify defects in the sewer system that could allow I&I.

PHASE III – FLOW MONITORING

1. TREKK will perform a site selection, assessment and installation of 1 flow meters for monitoring for a 60 day period.
2. TREKK will monitor rainfall at one (1) selected site.

3. TREKK will review data to verify/check data collection.
4. TREKK will perform flow data analysis.

PHASE IV – CAMERA MONITORING

1. TREKK will perform a site selection, assessment and installation of 3 cameras with sensor levels for monitoring for a 60 day period.
2. TREKK will review data to verify/check data collection.

END OF SCOPE OF SERVICES

Article 2

Additional Services

All additional work required by the client will be billed on an hourly basis according to the rate schedule attached, or at a negotiated lump sum fee. Extra work would include, but not be limited to:

- Changes in Scope of Services.
- Change in contract duration/Monitoring period.
- Service Tap Cutting (\$225/EA)
- SSES studies
- Heavy sewer line cleaning (Anything beyond 3 light passes to allow camera access)

Article 3

Client Responsibilities

- The Client shall provide full information regarding existing information in regard to all existing utility infrastructure and land-use data, future development plans, including survey information.

Article 4

Contract Fee and Billing

The Client shall compensate TREKK Design Group for Scope of Services described above and in accordance with the attached fee proposal.

1. For the **HARGIS LAKE SEWER INVESTIGATION SERVICES** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 38,477.15) as outlined in the 2018 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

All work shall be performed according to our **Standard Terms and Conditions of Contract**, incorporated into the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

Article 5
Schedule

The project Schedule is as follows:

Project NTP	February 2018
Phase I – Preliminary Investigation	February 2018
Phase II – Field Reconnaissance	
CCTV	February 2018
Smoke Testing	weather dependent
Phase III - Flow monitoring	March - June 2018
Phase IV - Camera monitoring	March - June 2018
Final Completion	June 2018



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

Exhibit A
TREKK Design Group, LLC
STANDARD TERMS AND CONDITIONS OF CONTRACT

1. RIGHT of ENTRY:

The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur the correction of which is not part of this Agreement.

2. CONSTRUCTION SITE OBSERVATION:

At construction sites, the presence of Consultant field representatives will be for the purpose of providing observation of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, their employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in their work, it is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

3. INVOICES:

Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

4. OWNERSHIP of DOCUMENTS:

All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or their agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

5. STANDARD of CARE:

Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

6. LIMITATION of LIABILITY:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged arising, unless otherwise prohibited by law.

7. INSURANCE and INDEMNIFICATION:

Consultant and the consultants employed by it are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities or costs to the extent caused by the negligent acts

by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

8. ASSIGNMENT:

Neither the Client nor Consultant shall sublet, transfer or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

9. TERMINATION:

This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

10. PRECEDENCE:

These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.

11. REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproductions.

12. ATTORNEY'S FEES and EXPENSES:

The Client agrees to reimburse the Consultant for all attorney's or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.

13. ADDITIONAL SERVICES:

Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the client subsequent to prior approval.

14. HOURLY RATES:

Hourly rates are as defined in contract agreement.

15. SCHEDULE:

The Consultant shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall the Consultant have control over or responsibility for any contractor's or vendor's performance schedule.



2018 Fee Estimate Worksheet

Project Name & Number Hargis Lake Sanitary Sewer Investigation

WORK TASK DESCRIPTION	Project Manager	Senior Professional Engineer	Project Engineer II	Office Technician III	GIS Analyst I	Admin	Heavy Clean (Hourly)	Smoke Testing (Linear Foot)	Mileage	Direct Expenses			Labor Sub-Total	Units Sub-Total	Direct Exp Total	Sub-	TOTAL
	Fee Billing Rate	\$150.00	\$140.00	\$100.00	\$75.00	\$50.00	\$75.00	\$ 250.00	\$ 0.45	\$ 0.635	Description	Quantity	Cost/Unit	Sub-Total			
Project Administration													\$ 6,124.00	\$ -	\$ 44.15	\$ -	\$ 6,172.15
Kick-off Meeting	2	2											\$ -	\$ -	\$ -	\$ -	\$ 590.00
Project Administration						8							\$ -	\$ -	\$ -	\$ -	\$ 3,804.00
Progress Meetings (up to 2)	6	6							90				\$ -	\$ -	\$ -	\$ -	\$ 1,740.00
Phase I - Preliminary Investigation													\$ -	\$ -	\$ -	\$ -	\$ -
Complaint Records Investigation	1	6			4								\$ -	\$ -	\$ -	\$ -	\$ 1,350.00
GIS Analysis of sewer profile/schedule	2	4	8										\$ -	\$ -	\$ -	\$ -	\$ 1,800.00
Original development plan review	2	4	8										\$ -	\$ -	\$ -	\$ -	\$ 1,800.00
Phase II - Field Reconnaissance													\$ -	\$ -	\$ -	\$ -	\$ -
CCTV								19100		CCTV	16	350	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00	\$ 5,600.00
Smoke Testing													\$ -	\$ 8,585.00	\$ -	\$ -	\$ 8,585.00
Phase III - Flow Monitoring													\$ -	\$ -	\$ -	\$ -	\$ -
Site Selection, Assessment & Installation (1 Sites)	1	1								Each	1	590	\$ 590.00	\$ 290.00	\$ -	\$ 590.00	\$ 840.00
Flow Monitoring (90-day base period, 1 Meters)		2								1 Meters @ 60 days (meter-days)	60	60	\$ 3,600.00	\$ -	\$ -	\$ 3,600.00	\$ 3,880.00
Rainfall Monitoring (1 Sites)										1 Gauge @ 60 days (gauge-days)	60	12	\$ 720.00	\$ -	\$ -	\$ 720.00	\$ 720.00
Flow Data Processing, Analysis		2	16										\$ -	\$ -	\$ -	\$ -	\$ 2,460.00
Phase IV - Camera Monitoring													\$ -	\$ -	\$ -	\$ -	\$ -
Site Selection, Assessment & Installation (1 Sites)	1	1								Each	3	150	\$ 450.00	\$ 280.00	\$ -	\$ 450.00	\$ 740.00
Camera Monitoring (90-day base period, 3 Cameras)		2								3 Camera @ 60 days (monitor-days)	180	25	\$ 4,500.00	\$ 280.00	\$ -	\$ 4,500.00	\$ 4,780.00
TOTAL MAN-HOURS / QUANTITY	15	32	22	8	4	8	0	19100	90				\$ -	\$ -	\$ -	\$ -	\$ -
UNIT RATE	\$150.00	\$140.00	\$100.00	\$75.00	\$50.00	\$75.00	\$ 250.00	\$ 0.45	\$ 0.64								
TREKK DESIGN GROUP FEE TOTAL	\$ 2,250.00	\$ 5,320.00	\$ 3,200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ -	\$ 8,598.00	\$ 48.15				\$ 15,420.00	\$ 4,214.00	\$ 8,585.00	\$ 15,438.15	\$ 28,477.15

SECTION XI

B

R2018-14

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE RENEWAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC. FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.

WHEREAS, the City entered into an agreement for On-Call Water, Wastewater and Stormwater Services in the fall of 2012 that was renewed in 2013. A second agreement was executed in 2014 and renewed in 2015; and

WHEREAS, the City advertised a Request for Proposals for a new contract in October 2016 and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement; and

WHEREAS, the City Council approved in January 2017, Supplemental Agreement No. 1 between the City and Wiedenmann, Inc. by Ordinance 2017-4317. This agreement extended the Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals; and

WHEREAS, in accordance with the stipulations from the original agreement, staff contacted Wiedenmann, Inc. to confirm their interest in extending the contract. Upon receiving concurrence, staff completed performance evaluations of Wiedenmann, Inc. and verified that the insurance coverage remained the same. Wiedenmann, Inc. provided updated pay rates to the City that included an additional Service Callout Fee that would be assessed to any unplanned Emergency Service work that required an immediate on-site response. City staff attempted to negotiate the Service Callout Fee with Wiedenmann, Inc. but was unsuccessful in having it removed from the updated pay rates. Upon receiving positive performance evaluations and verification that the insurance coverage remained unchanged, Wiedenmann, Inc. meets the requirements to extend the contract with the understanding that for unplanned Emergency Services work, Wiedenmann, Inc. would be used judiciously; and

WHEREAS, the City Council believes that it is in the best interests of the citizens of Belton to authorize and approve the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals; the Supplemental Agreement No. 1 is attached to this ordinance as **Exhibit A**.

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

SECTION 1. That the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. is hereby approved for one year for purposes described above.

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

Duly read and passed this 13th day off February, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of February, 2018, and adopted at a regular meeting of the City Council held on the 13th day of February, 2018, by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 13, 2018

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The City has had an On-Call Water, Wastewater, and Stormwater Services agreement since 2012 to have contractors available with pre-approved rates who would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement in place with three contractors: Precision Construction & Contracting, LLC., Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. Staff is providing separate resolutions recommending a renewal of the agreement for each contractor.

Staff recommends authorizing and approving a resolution to renew Supplemental Agreement No. 1 to the Service Agreement for On-Call Water, Wastewater, and Stormwater Services with **Wiedenmann, Inc.** for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

BACKGROUND:

The original agreement was executed in the fall of 2012, and was renewed in 2013. A second agreement was executed in 2014 and renewed in 2015. The City advertised an RFP for a new contract in October 2016, and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement.

In February 2017, Supplemental Agreement No. 1 between the City and Wiedenmann, Inc. was approved by Ordinance 2017-4317 which extended the Service Agreement for a term of one (1) year with the option of up to four (4) additional one (1) year renewals, subject to acceptable performance by contractor and by mutual consent of both parties under the same terms and conditions of the Service Agreement.

In February 2018, the first term of Supplemental Agreement No. 1 between the City and Wiedenmann, Inc. expires. In accordance with the stipulations from the original agreement, staff contacted Wiedenmann, Inc. to confirm their interest in extending the contract. Upon receiving concurrence, staff completed performance evaluations of Wiedenmann, Inc. and verified that the insurance coverage remained the same. Wiedenmann provided updated pay rates to the City that included an additional Service Callout Fee that would be assessed to any unplanned Emergency Service work that required an immediate on-site response. City staff attempted to negotiate the Service Callout Fee with Wiedenmann but was unsuccessful in having it removed from the updated pay rates. Upon receiving positive performance evaluations and verification that the insurance coverage remained unchanged, Wiedenmann, Inc. meets the requirements to renew the Supplemental Agreement with the understanding that for unplanned Emergency Services work, Wiedenmann would be used judiciously.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri authorizing and approving the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Wiedenmann Updated Pay Rates

Exhibit A - Supplemental Agreement No. 1

WIEDENMANN, INC.

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

January 2, 2018

City of Belton, Missouri
506 Main Street
Belton, Missouri 64012
ATTN: Monte Johnson

RE: On-call Agreement Number One - Renewal

Dear Monte,

Our company, Wiedenmann, Inc, would like to extend the City of Belton On-Call Water, Waste Water and Storm Water Supplemental Agreement Number 1, as stated in the agreement. Our insurance coverage will remain the same. Our pay rates will be per the attached 2018 Rate Sheet.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you



Susan Wiedenmann, President
Wiedenmann, Inc.

EXHIBIT B
RENEWAL PRICING 2013-128/4R
FORM NO. 6A: PRICE SCHEDULE

ITEM NO.	PERSONNEL	HOURLY RATE	OT RATE	WKND RATE	HOLIDAY RATE
1	Project Manager	78.52	117.73	117.73	157.04
2	Supervisor	78.84	118.25	118.25	157.67
3	Foreman	73.98	110.97	110.97	147.97
4	Equipment Operator	74.84	112.24	112.24	149.66
5	Laborer	66.24	99.34	99.34	132.47
6	Shop Foreman	74.84	112.24	112.24	149.66
7	Assistant Shop Foreman	66.24	99.34	99.34	132.47
8	Truck Driver				

ITEM NO.	EQUIPMENT	HOURLY RATE	MOBIL CHARGE
12	Excavator (model: <u>330 CAT</u>)	231.47	720.43
13	Excavator (model: <u>325 CAT</u>)	181.34	720.43
14	Dump Truck	125.87	-
15	Track Loader <u>963 CAT</u>	180.11	720.43
16	Mini Excavator (model: <u>308 CAT</u>)	67.42	144.09
17	Bobcat	43.85	-
18	Rubber Tire Backhoe	70.34	-
19	Other <u>930 CAT</u>	75.13	720.43
20	Other <u>PC 78</u>	63.81	

(e.g. PC400, PC300, Mini Excavator, Track Loader, Bobcat, etc.)

ITEM NO.	OTHER ITEMS	HOURLY RATE
21	Pump w/ Gen Set	35.40
22	Pickup w/tools	23.82
23	Pavement Breaker	77.55
24	Truck (model: <u>2 TON</u>)	35.09
25	Geosack-Trailer	11.32
26	Air Compressor & Jack Hammer	18.83
27	Other <u>Trench box</u>	32.58

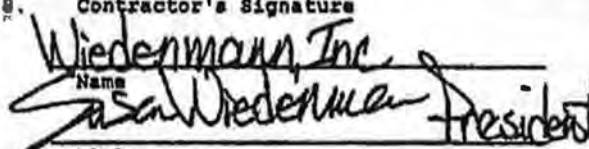

* OFFICE- 816-322-1125
 Jerry Wiedenmann
 cell- 816-589-3753

David Grossman
 cell- 816-891-0713

ITEM NO.	MATERIALS	
29	State the percentage that will be added to your cost for materials used for repairs.	5% added to cost

HOURS OF SERVICE AND CONTACT INFORMATION:	
State hours normal service is available	7 a.m. to 5 p.m., 5 days per week
Emergency service available:	12:00 a.m. to 11:59 p.m., 7 days per week - a.m. to - p.m., - days per week
State telephone number and contact person for service calls:	Name/Telephone Number: *

**MODIFICATION OF CONTRACT
 JOHNSON COUNTY, KANSAS**

<p>1. Modification No.: 4 Effective Date: 12/19/2017</p>	<p>2. Contract No.: 2013-106 On Call Wastewater Collection Services Lees Summit 2013-128/4R Initial Effective Date: 11/15/2016</p>
<p>3. Purchasing Administrator: Dale Bauer Telephone Number: (913) 715-0591 E-Mail: dale.bauer@jocogov.org</p>	<p>4. Contractor-Name and address: Wiedenmann Inc. 950 N. Scott PO Box 245 Belton, MO 64102 Attn. Jerry Wiedenmann general@wiedenmanninc.com susan@wiedenmanninc.com</p>
<p>4. Issued By: Johnson County, Kansas Treasury and Financial Management, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt.</u> Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Exercise option to renew this contract for (1) additional twelve (12) month period per Lees Summit Contract Renewal 2013-128/4R, dated 11/1/2017, and including Johnson County Wastewater Amendment A which covers Afterhours, Overtime and Holiday Service Fees. This extends the contract through 12/18/2018.</p>	
<p>8. Contractor's Signature  Name Title 12-14-17 Date</p>	<p>9. Johnson County, Kansas By:  Purchasing Manager</p>
<p>10. Distribution: Original - Bid File Copies - Departments as applicable Surety Company</p>	<p>This <u>Dec 15</u>, 2017</p>

**2013-106 On Call Contracting Services- Effective December 13th 2017
 Amendment A-Service Callout Fee**

Wiedenmann normal work days are Monday, Tuesday, Wednesday, Thursday at ten hours per day. Daily 7am - 5:30pm. When Wiedenmann is activated to a new site after the work day is over or on non-work days the following callout fees will apply:

- 1.) A notification during Wiedenmann normal work days that can be schedule to fit into Wiedenmann's work schedule will be built under the standard Service Agreement.
- 2.) A notification during Wiedenmann normal work days that requires immediate response, will be charged the minimum Service Call fee "A".
- 3.) A notification during Wiedenmann normal work days that requires response immediately after the shift ends, will be charged the minimum Service Call fee "B".
- 4.) A notification after Wiedenmann normal work week that requires immediate response, will be charged the minimum Service Call fee "C".
- 5.) A Holiday notification that requires immediately response, will be charged the minimum Service Call fee "D".

Services		Call Out Fee
A.)	Called out during work shift, Immediate Response.	\$1200.00 Plus Actual Project Cost
B.)	Called out after work shift. Monday, Tuesday, Wednesday, Thursday	\$4,700.00 Plus Actual project Cost
C.)	Called out Weekend Thursday after 5PM through Monday at 7AM	\$5,800.00 Plus Actual project Cost
D.)	Called out Holiday.	9,000.00 Plus Actual project Cost

BILL NO. 2017-16

ORDINANCE NO. 2017-4317

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC.

WHEREAS, in the fall of 2012, the City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 11, 2012, Ordinance No. 2012-3831, Ordinance No. 2012-3834, and Ordinance No. 2012-3835 were approved for the On-Call Water Wastewater and Stormwater Repair Services with Wiedenmann, Inc., Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC. The contract was for a term of one (1) year with the option of a one-year renewal. In 2013, the City renewed the agreement with all three contractors; and

WHEREAS, in the fall of 2014, the aforementioned contracts were about to expire and City staff advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 23, 2014, Ordinance No. 2014-4039, Ordinance No. 2014-4040, and Ordinance No. 2014-4041 were approved for the On-Call Water, Wastewater and Stormwater Repair Services with Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC and Wiedenmann, Inc. The contract was for a term of one (1) year with the option of a one-year renewal. In 2015, the City renewed the agreement with all three contractors; and

WHEREAS, in October 2016, the City advertised the Request for Proposals and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement; and

WHEREAS, City Council believes that authorizing and approving Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Storm Water Services with Wiedenmann, Inc., attached and incorporated to this ordinance as **Exhibit A**, is in the best interest of the City of Belton.

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

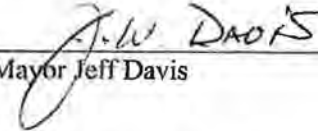
SECTION 1. That this ordinance authorizing and approving Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewal is hereby approved for purposes described above.

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

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


READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED: February 28, 2017



Mayor Jeff Davis

Approved this 28th day of February, 2017.



Mayor Jeff Davis

ATTEST:

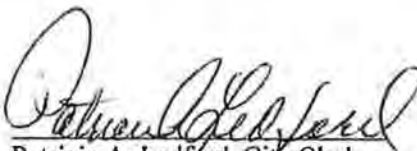


Patricia A. Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 21st day of February, 2017, and thereafter adopted as Ordinance No. 2017-4317 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 28th day of February, 2017, after the second reading thereof by the following vote, to-wit:

AYES:	9	COUNCILMEN:	Mayor Davis, Fletcher, Finn, Newell, Peek, Lathrop, Savage, Van Winkle, Trutzel
NOES:	0	COUNCILMEN:	
ABSENT:	0	COUNCILMEN:	



Patricia A. Ledford, City Clerk
City of Belton, Missouri



**SUPPLEMENTAL AGREEMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BELTON, MISSOURI
AND
WIEDENMANN, INC.
FOR
ON-CALL WATER, WASTEWATER, AND STORMWATER
SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this 28 day of February, 2017, by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Wiedenmann, Inc., a corporation, authorized to conduct business in Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement with an Effective Date of September 30, 2014, for repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure (hereinafter "Base Agreement"); and

WHEREAS, per Article 3 – Period of Service of the Base Agreement, the contract was in effect for a one (1) year period from the Effective Date with an option to renew the contract for one (1) additional one (1) year term. On September 23, 2015, CITY provided CONTRACTOR with a letter renewing the contract for the additional one (1) year term. The contract expired on September 30, 2016; and

WHEREAS, CITY advertised the Request for Proposals for the On-Call Water, Wastewater, and Stormwater Repair Services in October and November of 2016 and received no interest from other bidders. Therefore, CITY and CONTRACTOR decided to extend current contracts; and

WHEREAS, CITY desires to enter into a Supplemental Agreement with CONTRACTOR to continue repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure; and

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

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants and considerations contained, IT IS HEREBY AGREED by the parties hereto to supplement the Service Agreement with the Effective Date of September 30, 2014 as follows:

1. Agreement Articles Amended.

The sections of the Agreement being amended are set out below. Except as specifically set forth herein, this Supplemental Agreement No. 1 shall in no way modify, alter or amend the remaining terms of the Agreement, all of which shall remain in full force and effect.

2. Article 2 – Services to be performed by Contractor Amended.

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

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

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

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

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

3. Article 3 – Period of Service Amended.

This agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for four (4) additional one (1) year terms, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a performance appraisal before determining that a renewal with CONTRACTOR is in the CITY's best interest.

4. Article 4 – Compensation Amended.

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

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

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

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

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

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

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

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

5. Article 9 – Insurance Amended.

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

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

Workers' Compensation: Statutory
Employers' liability: 2,500,000 each occurrence

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

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

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

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

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability

specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8. The certificate shall be on a form acceptable to CITY.

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

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

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

6. Article 21 – Communications and Notices Amended.

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

CONTRACTOR: WIEDENMANN INC.

CITY:

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

AND

City Manager, 506 Main Street, Belton, MO 64012

AND

City Attorney, 506 Main Street, Belton, MO 64012

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

7. Article 43 – Force Majeure Added.

Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, sabotage, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of the CONTRACTOR or of the CITY, as the case may be.

8. Article 44 – Contract Documents Added.

All of the following are considered Contract Documents and are incorporated into this Supplemental Agreement No. 1:

- Base Agreement
- Exhibit A – Labor Rates
- Exhibit B – Affidavit of Enrollment in Federal Work Authorization Program
- Exhibit C – Performance Appraisal
- Exhibit D – Task Agreement

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

WIEDENMANN, INC.

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

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

Executed by CONTRACTOR this 7 day of FEBRUARY, 2017.
Executed by CITY this 28 day of February, 2017.

BELTON, MISSOURI

Address and facsimile number of City
Department:
Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

CONTRACTOR

Address and facsimile number of
Contractor:
Wiedenmann, Inc.
950 N. Scott
Belton, MO 64012
816-322-1126

By: [Signature]
Printed Name: Jeff Davis
Title: Mayor

By: [Signature]
Printed Name: Susan Wiedenmann
Title: President

Attested By: [Signature]
Printed Name: Patti Ledford
Title: City Clerk
(Affix City Seal)

Attested By: [Signature]
Printed Name: JERRY WIEDENMANN
Title: SECRETARY
(Affix Corporate Seal, if applicable)

Approved as to form:
[Signature] 3/6/2017
Megan McGuire, City Attorney, City of Belton, Missouri (date)

EXHIBIT A - LABOR RATES

SEE ATTACHED

CONTRACTOR: WIEDENMANN INC.

EMERGENCY LABOR RATES		
Shop Labor, regular time	\$ _____ minimum	\$ _____ maximum
Shop Labor, overtime	\$ _____ minimum	\$ _____ maximum
Field Labor, regular time	Prevailing Wage	\$ _____ maximum

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

BID SHEET

PRICE SCHEDULE

ITEM	PERSONNEL/LABOR	REGULAR RATE	OVERTIME RATE	WEEKEND RATE	HOLIDAY RATE
1	Project Manager	\$ 75.12	\$ 112.67	\$ 112.67	\$ 150.23
2	Supervisor	75.12	112.67	112.67	150.23
3	Foreman	70.80	106.21	106.21	141.61
4	Equipment Operator	70.39	105.59	105.59	140.78
5	Laborer	61.88	92.82	92.82	123.95
6	Shop Foreman	37.60	56.41	56.41	75.22
7	Assistant Shop Foreman	31.57	47.27	47.27	63.03
8	Truck Driver	INCHWAVER	NY DUMA	TRUCK RATE	
9	Other				
10	Other				
11	Other				
ITEM	EQUIPMENT & TOOLS	HOURLY RATE	MOBILIZATION		
12	Excavator - 45,000 lbs Class	176.20	700.00		
13	Excavator - 60,000 lbs Class	224.90	700.00		
14	Other				
15	Dump Truck	119.25			
16	Track Loader	175.00	700.00		
17	Mini Excavator (model: 308 CAT)	65.50	140.00		
18	Bobcat	42.60			
19	Rubber Tire Backhoe	58.45			
19	Other				
20	Other				
21	Other				
ITEM	EQUIPMENT & TOOLS	HOURLY RATE	MOBILIZATION		
22	Pump w/ Gen Set	34.40			
23	Pickup w/ Tools	23.15			
24	Pavement Breaker	75.35			
25	Truck (model:)	34.10			
26	Gooseneck Trailer	11.00			
27	Air Compressor & Jack Hammer	18.30			
28	Other TRENCH SHORING	31.65			
29	Other				
30	State the percentage that will be added to your cost for materials used for repairs.				5 %

Wiedenmann, Inc.
 950 N. Scott • P.O. Box 245
 Belton, MO 64012

EXHIBIT B - AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

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

<u>Susan Wiedenmann</u> Signature (Person with Authority)	<u>Susan Wiedenmann</u> Printed Name
<u>President</u> Title (Person with Authority)	<u>FEB-7-2017</u> Date

Subscribed and sworn to me before this 7TH of FEBRUARY, 2017. I am commissioned, and affix my official seal, as a notary public within the County of CASS, State of MISSOURI, and my commission expires on _____, 20_____.

<u>James Stafford</u> Signature of Notary	<u>2/7/17</u> Date
--	-----------------------

James H. Stafford
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County Comm. #14481493
My Commission Expires January 6, 2018

EXHIBIT C – PERFORMANCE APPRAISAL

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

Contractor: _____ Date: _____

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

Stormwater	Construction	Conceptual Problem Solving	Transportation	Water	Wastewater
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Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

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

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

EXHIBIT D – TASK AGREEMENT



City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No.:	Not-to-exceed amount: Date of Schedule of Hourly Rates and Expenses:
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Project Title: Time and Materials OR Fixed Price

Contractor/Consultant (including subs):	Division and Staff Project Manager:
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Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
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PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

Insurance Requirements met:

Report(s) Received:

Work on File:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 21, 2017

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Staff recommends authorizing and approving an ordinance to enter into a Supplemental Agreement to the Service Agreement for On-Call Water, Wastewater and Stormwater Services with Wiedenmann, Inc.

PROPOSED CITY COUNCIL MOTION:

At the February 21, 2017 City Council Special Session, authorize and approve the first reading of an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

BACKGROUND:

In fall of 2012 the City advertised Request for Proposals (RFP) for On-Call Water, Wastewater, and Stormwater Repair Services and entered into contracts with Precision Construction & Contracting, LLC, Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. The contracts were for a one year period with a one year renewal option. The contracts were renewed in 2013.

In fall of 2014, the City again advertised the RFP and entered into contracts with the same three contractors for a one year term with a one year renewal option. Again in 2015, the contracts were renewed.

In October 2016, the City advertised the RFP and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the February 21, 2017 City Council Special Session, authorize and approve the first reading of an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A - Supplemental Agreement No. 1

SECTION XI

C

A RESOLUTION FORMALLY ACCEPTING THE TRADITIONS SUBDIVISION NEW PUBLIC INFRASTRUCTURE OF 7,165 FEET OF WATER LINE; 10,666 FEET OF SANITARY SEWER LINE; 4,804 FEET OF STORM SEWER LINE; 13,479 LANE FEET OF STREET; TEN STOP SIGNS; AND TWO YIELD SIGNS WITH TWO-YEAR MAINTENANCE BONDS IN THE AMOUNT OF \$44,855.00.

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, new public infrastructure was installed, inspected, and tested per City of Belton standards including 7,165 feet of water line; 10,666 feet of sanitary sewer line; 4,804 feet of storm sewer line; 13,479 lane feet of street; stop signs located at the following locations:

- Sycamore Drive at Mullen Road-northeast corner of the intersection
- Traditions Parkway at Sycamore Drive-southeast corner of the intersection
- Emily Avenue at Sycamore Drive-northwest corner of the intersection
- Emily Avenue at Sycamore Drive-southeast corner of the intersection
- Maggie Court at Emily Avenue-southwest corner of the intersection
- Samantha Lane at Traditions Parkway-northeast corner of the intersection
- Andy Court at Traditions Parkway-southwest corner of the intersection
- Shane Lane at Traditions Parkway-southwest corner of the intersection
- Charles Circle at Samantha Lane-southeast corner of the intersection
- Emily Avenue at Samantha Lane-northwest corner of the intersection; and

yield signs located at the following locations:

- Charles Circle at Samantha Lane-southeast corner of the intersection
- Pam Court at Samantha Lane-north corner of the intersection; and

WHEREAS, the City has received two-year maintenance bonds for the above mentioned new public infrastructure in the amount of \$44,855.00.

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, water, sewer, fire protection and storm water systems.

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

SECTION 1. That the Traditions Subdivision water line, sanitary sewer line, storm sewer line, lane feet of street, stop signs, and yield signs 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 13th day off February, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of February, 2018, and adopted at a regular meeting of the City Council held on the 13th day of February, 2018, by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 13, 2018

DIVISION: Public Works Engineering

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

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

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, this is a procedural item for acceptance of new infrastructure constructed and completed with the construction of Traditions Subdivision. These public improvements consist of the following:

- 7,165 feet of water line
- 10,666 feet of sanitary sewer line
- 4,804 feet of storm sewer line
- 13,479 lane feet of street
- Stop signs located at the following locations:
 - Sycamore Drive at Mullen Road, northeast corner of the intersection
 - Traditions Parkway at Sycamore Drive, southeast corner of the intersection
 - Emily Avenue at Sycamore Drive, northwest corner of the intersection
 - Emily Avenue at Sycamore Drive, southeast corner of the intersection
 - Maggie Court at Emily Avenue, southwest corner of the intersection
 - Samantha Lane at Traditions Parkway, northeast corner of the intersection
 - Andy Court at Traditions Parkway, southwest corner of the intersection
 - Shane Lane at Traditions Parkway, southwest corner of the intersection
 - Charles Circle at Samantha Lane, southeast corner of the intersection
 - Emily Avenue at Samantha Lane, northwest corner of the intersection
- Yield signs located at the following locations:
 - Charles Circle at Samantha Lane, southeast corner of the intersection
 - Pam Court at Samantha Lane, north corner of the intersection

These improvements have been installed, inspected, and tested per City of Belton standards. Per the Traditions Development Agreement, the City has received maintenance bonds for the above mentioned public improvements in the amount of \$44,855.00

BACKGROUND:

See above

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Traditions subdivision new public infrastructure of 7,165 feet of water line; 10,666 feet of sanitary sewer line; 4,804 feet of storm sewer line; 13,479 lane feet of street; ten stop signs; and two yield signs with two-year maintenance bonds in the amount of \$44,855.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Memo from Ron Raines, Construction Inspector

Site Map



**CITY OF BELTON – PUBLIC WORKS
MEMORANDUM**

PUBLIC WORKS

Date: February 2, 2018
To: Dave Clements, Acting Director of Public Works
From: Ron Raines, Public Works Construction Inspector
Subject: Traditions Subdivision First Plat Formal Acceptance

The “Final Acceptance Items For The Public Infrastructure, Priority Items 1, 2, and 3” of the Traditions Development and Maintenance Agreement are complete. These public improvements consist of 7,165 feet of water line, 10,666 feet of sanitary sewer, 4,804 feet of storm sewer and 13,479 lane feet of street. These improvements have been installed, inspected, and tested per City of Belton standards. Per the Traditions Development Agreement, the City has received maintenance bonds for the above mentioned public improvement in the amount of \$44,855.00.

Stop intersections are located in the following locations:

Sycamore Drive at Mullen Road, northeast corner of the intersection
Traditions Parkway at Sycamore Drive, southeast corner of the intersection
Emily Avenue at Sycamore Drive, northwest corner of the intersection
Emily Avenue at Sycamore Drive, southeast corner of the intersection
Maggie Court at Emily Avenue, southwest corner of the intersection
Samantha Lane at Traditions Parkway, northeast corner of the intersection
Andy Court at Traditions Parkway, southwest corner of the intersection
Shane Lane at Traditions Parkway, southwest corner of the intersection
Charles Circle at Samantha Lane, southeast corner of the intersection
Emily Avenue at Samantha Lane, northwest corner of the intersection

Yield intersections are located in the following locations:

Charles Circle at Samantha Lane, southeast corner of the intersection
Pam Court at Samantha Lane, north corner of the intersection

These improvements are ready to be presented to the City Council during a regular session for formal acceptance by resolution.

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

